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**LINDA HOFFMANN
MEDINA COUNTY RECORDER
MEDINA, OH
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MEDINA COUNTY RECORDER

LINDA HOFFMANN

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**DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
“THE VILLAS AT BLUE HERON”
AT THE SUBDIVISION KNOWN AS
MONTVILLE LAKES SUBDIVISION: “BLUE HERON ESTATES”
IN MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO**

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 EXHIBIT A: Code of Regulations (pages 1-22)_		

**DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS OF
“THE VILLAS AT BLUE HERON”
AT THE SUBDIVISION KNOWN AS
MONTVILLE LAKES SUBDIVISION: “BLUE HERON ESTATES”
IN MONTVILLE TOWNSHIP, MEDINA COUNTY, OHIO**

KNOW ALL MEN BY THESE PRESENTS, that:

RECITALS

WHEREAS, the undersigned, *JAKEJOSH LAND, LLC*, (hereinafter called the "Declarant"), an Ohio *Limited Liability Company*, is the fee owner of the real property herein described and desires to impose upon its real property all of the restrictions, limitations, covenants, and requirements set forth herein.

WHEREAS, Declarant is the developer of this phase of the Planned Unit Development named "*Villas at Blue Heron*," a community of detached "Cluster Residences" in the Township of Montville, County of Medina, and State of Ohio.

WHEREAS, Declarant desires to protect the value of said property and to provide a flexible and reasonable procedure for the overall development of the property and to establish a method for the administration, maintenance, preservation, use, and enjoyment thereof.

WHEREAS, Declarant is acting under the authority and these declarations are made pursuant to Article III, Sections 3.10.2 and 3.10.3 of the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes*, recorded at 2023OR007089 Official Records of the Medina County Recorder, State of Ohio.

WHEREAS, the title owners of Cluster Lots, Sublot 5, PPN 031-11B-39-052 and Sublot 15, PPN 031-11B-34-097, join in this Declaration for the purpose of imposing these restrictions, covenants, easements, and conditions herein stated upon their respective Sublots.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, does hereby declare, publish, and impose the restrictions, covenants, easements, and conditions hereinafter set forth upon all the property described in Article II in the Township of Montville, County of Medina, and State of Ohio, which are for the purpose of protecting the value and desirability of the real property; which shall run with, burden, and bind the real property, for the time hereinafter specified; which shall be binding upon all parties having any right, title, or interest in the property or any part thereof, their heirs, personal representatives, successors, and assigns; and which shall inure to the benefit of each owner of the property or any part thereof. All of the following, irrespective of any heading provided, are restrictions, limitations, covenants, and requirements

imposed upon the real property herein described by Declarant and shall be covenants running with the land, binding upon and inuring to the benefit of the Declarant and the respective grantees in deeds for such real property (or portions thereof), their respective successors, purchasers, heirs, executors, administrators, and assigns.

ARTICLE I: DEFINITIONS

1.1 Specific Words. The following words, when used in this Declaration, shall have the following meanings:

- 1.1.1 Assessments** shall mean and refer to the proportionate share of each *Villas at Blue Heron* Cluster Lot Owner for those costs of joint ownership and use of certain amenities owned and/or provided for by the *Villas at Blue Heron* Cluster Sub-Association and all “other Common Charges” which from time to time shall be payable by a *Villas at Blue Heron* Cluster Lot Owner pursuant to this Declaration.
- 1.1.2 Managing Board** shall mean and refer to the individuals elected to manage the Sub-Association created under Article III of this Declaration.
- 1.1.3 Cluster Residence** shall mean and refer to any permitted structure or building constructed on a *Villas at Blue Heron* Cluster Lot or *Villas at Blue Heron* Cluster Lots within *Villas at Blue Heron* intended for a single-family residence and shall include any garage or other permissible structure built on a *Villas at Blue Heron* Cluster Lot for the use or enjoyment of the Occupants of said Cluster Residence. A Model Cluster Residence shall become a “Cluster Residence” when it is used as a single-family residence.
- 1.1.4 Villas at Blue Heron** shall mean and refer to the area of real property designated for the exclusive construction of Cluster Residences and which *Villas at Blue Heron* Cluster Lots are created with the residual of same being the *Villas at Blue Heron* Common Area. It shall mean and refer to the *Villas at Blue Heron* Cluster Lots, and *Villas at Blue Heron* Common Area described in Article II of this Declaration and such additional real property as may be added pursuant to a Subsequent Amendment to this Declaration.
- 1.1.5 Villas at Blue Heron Common Area** shall mean and refer to any area within *Villas at Blue Heron* not platted as an envelope of a *Villas at Blue Heron* Cluster Lot. It is Block “GG-2” of the *Villas at Blue Heron* , as shown by the recorded Plat 2023PL000013 of the Medina County Recorder’s Records. It shall include, without limitation, the non-dedicated streets, rights of way, and common sidewalks within the lawn of a *Villas at Blue Heron* Cluster Lot or other amenity,

landscaping maintained thereon outside of the platted envelope for each *Villas at Blue Heron* Cluster Lot.

- 1.1.6** **Villas at Blue Heron Cluster Lot** shall mean and refer to any individual Cluster Residence that is hereafter platted as a single Residential envelope within *Villas at Blue Heron* and is deeded separately to an individual owner or owners for use as a single-family residence. It shall also mean and refer to any plot of land shown upon the recorded Plat of the *Villas at Blue Heron*, as shown by the recorded Plat 2023PL000013 of the Medina County Recorder's Records intended for independent ownership and use for the construction of a Cluster Residence thereon and made subject to these Declarations or any Subsequent Amendment hereafter made. The plural of said term shall mean one or more *Villas at Blue Heron* Cluster Lots, as defined herein.
- 1.1.7** **Villas at Blue Heron Cluster Lot Owner** shall mean and refer to any individual, person, or entity, estate, trustee, or other Person who is the record owner of the fee simple of any Cluster Lot within *Villas at Blue Heron*. If a *Villas at Blue Heron* Cluster Lot is sold under a land installment contract, the purchaser (Vendee) (rather than the fee Owner) will be considered to be the *Villas at Blue Heron* Cluster Lot Owner. For the purpose of this Declaration, the Owner of a *Villas at Blue Heron* Cluster Lot that is leased and/or rented to others shall be as follows: (i) for the purpose of votes and Assessments, the record *Villas at Blue Heron* Cluster Lot Owner of the *Villas at Blue Heron* Cluster Lot; and (ii) for the purpose of use and enjoyment of common facilities and amenities set forth herein, the Tenant residing in the Cluster Residence situated on the *Villas at Blue Heron* Cluster Lot. The word "*Villas at Blue Heron* Cluster Lot Owner" shall not include: (i) any Person holding, whether or not of record, a non-possessory future interest or a leasehold estate having a term of less than fifty (50) years, and/or (ii) any Person holding an interest merely as security for the performance of an obligation unless and until said Person shall have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure.
- 1.1.8** **County** shall mean and refer to the County of Medina organized and existing under the laws of the State of Ohio.
- 1.1.9** **Declarant** shall mean and refer to *JAKEJOSH LAND, LLC*, an Ohio *Limited Liability Company*, its successors, and assigns. However, in no event for the rights reserved to Declarant, herein stated, shall an individual *Villas at Blue Heron* Cluster Lot Owner, receiving title from Declarant, be considered an assignee of Declarant for the purposes and rights reserved to Declarant pursuant to this Declaration.

- 1.1.10 **Declaration** shall mean and refer to this instrument and all Subsequent Amendments hereto filed with the Medina County Recorder's Office, Medina County, Ohio.
- 1.1.11 **Member** shall mean and refer to all Voting Members of the Cluster Sub-Association hereinafter provided.
- 1.1.12 **Subdivision and Montville Lakes Subdivision: Blue Heron Estates** shall mean and refer to Blue Heron Estates, the Subdivision, and/or the real property described in Article II of the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes*, recorded in 2023OR007089 of the Medina County Recorder, State of Ohio, which includes the real property described in Article II of this Declaration.
- 1.1.13 **Occupant** shall mean and refer to a natural person who is in possession of a Cluster Residence within the Subdivision including, without limitation, a *Villas at Blue Heron* Cluster Lot Owner or any guest, invitee, lessee, tenant, or family member of a *Villas at Blue Heron* Cluster Lot Owner occupying or otherwise using a Cluster Residence.
- 1.1.14 **Ownership Interest** shall mean and refer to the entire right, title, and interest. of a *Villas at Blue Heron* Cluster Lot Owner in all of the fee simple and leasehold estates of a *Villas at Blue Heron* Cluster Lot Owner in the Subdivision, whether such interest is held by a life tenant, periodic tenant, trust, limited liability company, corporation, trust, partnership, trustee in bankruptcy, receiver, administrator, executor, agent or co-owner of such interest.
- 1.1.15 **Person** shall mean and refer to a natural person, *Limited Liability Company*, partnership, limited partnership, limited liability company, trust, and any other legal entity to which the law attributes the capacity having rights and duties.
- 1.1.16 **Plat/Re-Plat** shall mean and refer to the as shown by the recorded Plat 2023PL000013 of the Medina County Recorder's Records, Medina County, Ohio.
- 1.1.17 **Property** or **Properties** shall mean and refer to the real property described in Article II of this Declaration and such additional real property as may be added pursuant to a Subsequent Amendment to this Declaration.
- 1.1.18 **Sub-Association** shall mean and refer to *Villas at Blue Heron* Cluster Lot Owners Association, set forth in Article III, Section 3.1, hereof, which shall have the purpose of maintaining and administering the Utility Facilities, (as

hereinafter defined), and *Villas at Blue Heron* Common Area, (as herein defined), providing services of general benefit to the Cluster Residence *Villas at Blue Heron* Cluster Lot Owners, administering and enforcing this Declaration, collecting and disbursing permissible assessments, and exercising the functions hereinafter provided for, pursuant to Article III, Sections 3.10 and 4.8 of the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes*, recorded at 2023OR007089 Official Records of the Medina County Recorder, State of Ohio.

1.1.19 Subsequent Amendment shall mean and refer to an amendment to this Declaration filed with the Medina County Recorder's Office, Medina County, Ohio. A Subsequent Amendment may add property to that covered by this Declaration in Article II hereof and may: (i) impose, expressly or by reference, additional restrictions and obligations on the real property submitted by such Subsequent Amendment to the provisions of this Declaration; and/or (ii) otherwise amend the Declaration.

1.1.20 Tenant shall mean and refer to any person(s) having a possessory leasehold estate in a Cluster Residence and/or *Villas at Blue Heron* Cluster Lot, other than the owner and Occupant of a Cluster Residence.

1.1.21 Township shall mean and refer to the Township of Montville, organized and existing under the laws of the State of Ohio.

1.1.22 Utility Facility or Utility Facilities shall mean and refer to any and all nondedicated streets/roads/rights of way, common water, sanitary sewer, , storm sewer, drainage, swales, streams, electric, gas, telephone, cable TV, or other communications lines, now known or hereafter developed, and any other utility line, pipe, conduit, wire, facility, installation and service connection, and any appurtenances thereto. Utility Facility or Utility Facilities are common if they serve one (1) or more *Villas at Blue Heron* Cluster Lots and/or *Villas at Blue Heron* Common Area. A utility service line and a sanitary sewer holding tank and grinder pump exclusively serving specific *Villas at Blue Heron* Cluster Lot and Cluster Residence are not considered common Utility Facility or Utility Facilities.

ARTICLE II: PROPERTIES SUBJECT TO THE DECLARATION

2.1 Subjected Properties. The Property, and all real property hereafter made subject to this Declaration all of which are and shall be held subject to this Declaration, are located in the Township of Montville, State of Ohio, as is more particularly described:

2.1.1 Cluster Residence Lots. And known as being the whole of THE FOLLOWING SUBLOTS in the Villas at Blue Heron of part of original Montville Township Lot No. 103 as shown by the recorded Plat in Volume 2023PL000013 of the Medina County Recorder's Records as appears by said plat, be the same more or less, but subject to all legal highways.

Sublot 1	031-11B-34-091
Sublot 2	031-11B-34-092
Sublot 3	031-11B-34-093
Sublot 4	031-11B-34-094
Sublot 5	031-11B-39-052
Sublot 6	031-11B-39-053
Sublot 7	031-11B-39-054
Sublot 8	031-11B-39-055
Sublot 9	031-11B-39-056
Sublot 10	031-11B-39-057
Sublot 11	031-11B-39-058
Sublot 12	031-11B-39-059
Sublot 13	031-11B-34-095
Sublot 14	031-11B-34-096
Sublot 15	031-11B-34-097
Sublot 16	031-11B-34-098
Sublot 17	031-11B-34-099

2.1.2 Villas at Blue Heron Common Area. Is described as:

And known as being the whole of Block GG-2 in the Villas at Blue Heron of part of original Montville Township Lot No. 103 as shown by the recorded Plat in Volume 2023PL000013 of the Medina County Recorder's Records as appears by said plat, be the same more or less, but subject to all legal highways.

Block GG-2 PPN 031 - 11B - 34 -100

2.1.3 Expansion and Inclusion of Additional Property. The Declarant reserves the right from time to time to add additional real property to the *Villas at Blue Heron* and the Property described above and to subject the same to the provisions of this Declaration. To exercise such right, Declarant shall record a re-plat of the *Villas at Blue Heron* with the Medina County Recorder with all necessary governmental approvals and record a Subsequent Amendment to this Declaration which expressly provides that the additional real property shall become part of *Villas at Blue Heron* and the Property described in Article II and shall be subject to the covenants and restrictions set forth in this Declaration, except the same may be modified by the Subsequent Amendment.

- 2.2 Modification of Property.** Declarant reserves the right to revise the size and/or configuration of any *Villas at Blue Heron* Cluster Lot, Cluster Residence and/or *Villas at Blue Heron* Common Area or to increase or decrease the number of *Villas at Blue Heron* Cluster Lots. To exercise such right, Declarant shall record a re-plat of *Villas at Blue Heron* with the Medina County Recorder with all necessary governmental approvals and if necessary, record a Subsequent Amendment to this Declaration, any *Villas at Blue Heron* Cluster Lot Owner, by acceptance of a deed to a *Villas at Blue Heron* Cluster Lot, appoints Declarant his/her/its attorney in fact, with full power of attorney to sign on behalf of the *Villas at Blue Heron* Lot Owner any re-plat that would require the signature *Villas at Blue Heron* Lot Owners, so long as such re-plat in no manner affects *Villas at Blue Heron Villas at Blue Heron* Cluster Lot's dimensions as originally platted and deeded to the *Villas at Blue Heron* Cluster Lot Owner.

ARTICLE III: CLUSTER LOT OWNERS' ASSOCIATION

- 3.1 Villas at Blue Heron Sub-Association.** The Declarant has filed with the Ohio Secretary of State, Article of Incorporation, Certificate 5040591, for the domestic nonprofit corporation, the *Villas at Blue Heron HOA*, (hereinafter the "Sub-Association"). The Sub-Association is established to enforce and maintain *Villas at Blue Heron*, pursuant to this Declaration. The Sub-Association shall undertake the duties, obligations, charges, and restrictions herein provided.
- 3.2 Membership in the Sub-Association.** The Declarant and each *Villas at Blue Heron* Cluster Lot Owner shall automatically become and be a Member of the Sub-Association. Other than for Declarant, such membership shall terminate upon the conveyance of record by such *Villas at Blue Heron* Cluster Lot Owner of his *Villas at Blue Heron* Cluster Lot, at which time the new *Villas at Blue Heron* Cluster Lot Owner shall automatically become a Member of the Sub-Association.
- 3.3 Voting Rights of Members.** Each *Villas at Blue Heron* Cluster Lot Owner is made a full voting member of the Sub-Association, subject to Article III, Section 3.3.1 written immediately below. Every *Villas at Blue Heron* Cluster Lot Owner shall be, as a condition of ownership, a member of the Sub-Association and shall be entitled to one vote for each single *Villas at Blue Heron* Cluster Lot owned. When more than one person holds an interest in a given single *Villas at Blue Heron* Cluster Lot, all such persons shall be members, and the vote for such *Villas at Blue Heron* Cluster Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any *Villas at Blue Heron* Cluster Lot owned by a member.
- 3.3.1 Grant of Voting Proxy.** Each *Villas at Blue Heron* Cluster Lot Owner, accepting or being granted a deed to a *Villas at Blue Heron* Cluster Lot from Declarant or any subsequent owner of a *Villas at Blue Heron* Cluster Lot

acquiring title to said *Villas at Blue Heron* Cluster Lot from a *Villas at Blue Heron* Cluster Lot Owner or his heirs or assigns, hereby covenants that such *Villas at Blue Heron* Cluster Lot Owner's voting rights in the Sub-Association, pursuant to Article III, 3.3, shall be irrevocably granted by proxy to Declarant pursuant to this Section. This irrevocable grant of proxy to the *Villas at Blue Heron* Cluster Lot Owner's voting rights in the Sub-Association to Declarant shall be irrevocable until Declarant terminates any such voting right proxy granted herein, as provided immediately below. Declarant shall have the proxy and right, by this Section, to each *Villas at Blue Heron* Cluster Lot Owner's full (100%) voting rights in the Sub-Association until such time as **all** of the *Villas at Blue Heron* Cluster Lots in the Subdivision have been sold to individuals or entities other than Declarant, or any entity controlled by Declarant, **or** at such time as Declarant may elect, in its sole discretion, to terminate one or more of these reserved voting right proxies. Termination shall be performed by Declarant filing an *Affidavit of Termination* with the Medina County Recorder, executed in substance and form of deeds in Ohio and in such manner as is acceptable to the Medina County Recorder for recording or any such termination may be affirmatively made a part of any deed granted by Declarant. No implication of termination of such proxy shall be made by any deed unless a revocation of the proxy by Declarant is expressly set forth in any such deed by reference to this Section of this Declaration.

3.4 Additional Conditions of Membership. As a condition of Membership in the Sub-Association, each *Villas at Blue Heron* Cluster Lot Owner agrees to abide by these Declarations, the Articles of Incorporation, and the *Code of Regulations*, and *Resolutions* of the Sub-Association and any rules, policies and regulations promulgated pursuant to this Declaration. Payment of Assessments, when due, is a condition of Membership and upon non-payment of any Assessment, a Member shall automatically be denied all privileges until all Assessments of the *Villas at Blue Heron* Cluster Lot Owner are paid in full.

3.4.1 Code of Regulations. The initial *Code of Regulations* of the Sub-Association is attached to this Declaration as Exhibit A and is incorporated herein by reference as if re-typed herein.

3.5 Powers of Sub-Association. Declarant hereby covenants, for each *Villas at Blue Heron* Cluster Lot within *Villas at Blue Heron* and each *Villas at Blue Heron* Cluster Lot Owner is hereby deemed to covenant by acceptance of the deed for a *Villas at Blue Heron* Cluster Lot, whether or not it shall be so expressed in the deed, to the Sub-Association having the following expressed rights, powers, and authority. Notwithstanding the rights and easements of enjoyment and use created in this Declaration, in any Zoning Resolution adopted by Montville Township Board of Trustees or Conditional Zoning Certificate

issued by the Board of Zoning Appeals of Montville Township, and in addition to any right otherwise set forth in this Declaration, or available in law or equity, the Sub-Association shall have the following rights, powers and authority:

- 3.5.1 Enforcement of this Declaration.** To enforce the provisions of this Declaration and any Subsequent Amendment with respect to the Subdivision.
- 3.5.2 Right of Entry.** To enter or authorize its agents to enter in or upon any property in *Villas at Blue Heron*, or any part thereof, when necessary, in connection with any maintenance, repair or construction for which the Sub Association is responsible. Such entry shall be made with as little inconvenience to the *Villas at Blue Heron* Cluster Lot Owner and Occupants thereof as practicable and any damage caused thereby shall be repaired by the Sub-Association.
- 3.5.3 Grant of Easements.** To dedicate, transfer or grant easements in all or any part of property, land or facilities owned by the Sub-Association or, with Declarant's prior written consent, property, land or facilities owned by the Declarant, (i) to any municipality, public agency, authority or utility or (ii) to any *Villas at Blue Heron* Cluster Lot Owner to install, operate, use, maintain, repair and replace in, on, over or under such property, land or any part thereof roads, right-of-way, pipes, conduits, ducts, wires television cables and equipment, a sewerage grinder pump for a Cluster Residence, and utility lines to provide or furnish electricity, telephone, television, and other communications, sanitary sewers and storm sewers, drainage, gas, water, energy of all types, utility services of all types and access to or for the benefit of the *Villas at Blue Heron* Cluster Lot Owners and/or the Sub-Association and further, to construct improvements and establish grade, and for such other purposes as may be determined by the Sub-Association.
- 3.5.4 Right to Obtain Easements.** To obtain easements for the construction, extension, installation, inspection, maintenance or replacement of Utility Facilities and services to or from a public utility or governmental authority, and to or from any governmental body or agency which has the power of eminent domain or condemnation.
- 3.5.5 Right to Repair.** To repair, restore or otherwise correct a condition of disrepair or neglect to the exterior areas of any *Villas at Blue Heron* Cluster Lot and/or *Villas at Blue Heron* Common Area and to perform any work or duties required of a *Villas at Blue Heron* Cluster Lot Owner or Tenant of same, pursuant to this Declaration, provided the *Villas at Blue Heron* Cluster Lot Owner or Tenant of same shall not have made such repair or restoration or shall

not have cured said condition within a reasonable time after notice thereof from the Declarant or Sub-Association; provided, however, that the Sub-Association need not give notice, if in the opinion of its Board of Trustees, it is acting to prevent personal injury or damage to property or other emergency. The expenses incurred by the Sub-Association shall be considered a Special Assessment against the *Villas at Blue Heron* Cluster Lot Owner and his *Villas at Blue Heron* Cluster Lot, pursuant to Article IV, Section 4.1.2.

- 3.5.6 Right To Suspend Rights.** There is an automatic suspension of voting rights and beneficial rights to any joint amenity a *Villas at Blue Heron* Cluster Lot Owner and his Occupants, Tenants and occasional guests during any period that an Assessment against a *Villas at Blue Heron* Cluster Lot Owner and his *Villas at Blue Heron* Cluster Lot remains unpaid for a period of thirty (30) days or more or for any infraction of the Sub-Association published rules, policies and regulations.
- 3.5.7 Rules & Regulations.** To promulgate, from time to time, reasonable and non-discriminatory Rules, Policies and Regulations with respect to the use of any *Villas at Blue Heron* Cluster Lot and *Villas at Blue Heron* Common Area and common amenities therein.
- 3.5.8 Assessments.** The Sub-Association shall have the right, authority, and power to make Assessments and to create liens for same against each *Villas at Blue Heron* Cluster Lot and *Villas at Blue Heron* Cluster Lot Owner pursuant to and in the manner set forth in Article IV.
- 3.5.9 Assignment of Right to Collect Assessments.** The Sub-Association shall have the right to contract for the collection of any Assessment allowed to be collected by the Sub-Association pursuant to this Declaration.
- 3.5.10 Management.** The Sub-Association shall have the right, authority, and power to provide the management and supervision for the operation of the Open Space and the Subdivision in general.
- 3.5.11 Employees and Managers.** The Sub-Association shall have the right, authority, and power to engage employees and agents, including, without limitation, attorneys, accountants and consultants, and maintenance firms and contractors. Such delegation may be evidenced by a management agreement, lease or other written instrument and may include reasonable compensation for such terms as deemed reasonable and necessary under all circumstances.

3.5.12 Insurance. The Sub-Association shall have the right, power, and authority to acquire insurance, including but not limited to, casualty, comprehensive liability, worker's compensation, and directors and officers' liability insurance and fidelity bonds.

3.5.13 Right to Amend Declaration. Other than specifically set forth herein, the Sub-Association shall have the right and authority to waive, amend, or modify, after the thirtieth (30th) day following the Declarant ceasing to hold title or interest in any *Villas at Blue Heron* Cluster Lot, Cluster Residence or the *Villas at Blue Heron* Common Area within the Subdivision (as same may be modified or expanded by Subsequent Amendment) or sooner termination of the reservation by Declarant, set forth in Article XI, Section 11.14, by either of the following acts by the *Villas at Blue Heron* Cluster Lot Owners or Members of the Sub-Association:

3.5.13.1 Written Consent of Lot Owners. If, for any reason, no Sub-Association exists, then, upon the written consent of seventy-five percent (75%) of the then *Villas at Blue Heron* Cluster Lot Owners, this Declaration may be amended. Any written consent to the waiver, amendment or modification by the *Villas at Blue Heron* Cluster Lot Owners, pursuant hereto, shall be an instrument which sets forth in full the text of the waiver, amendment or modification and be signed by said required number of *Villas at Blue Heron* Cluster Lot Owners in the same manner and with all the requirements of a recordable deed in the State of Ohio.

3.5.13.2 Vote of Sub-Association Members. If the Sub-Association is lawfully formed and lawfully recognized by the State of Ohio, then this Declaration may be amended, exclusively by a vote of the Members of the Sub-Association at a special meeting held for such purposes, on the affirmative vote of seventy-five percent (75%) of the Members entitled to vote at such meeting. Written notice shall be given to each member at least thirty (30) days in advance of such meeting stating that such waiver, amendment, or modification shall be considered at the meeting and shall set forth the text of the proposed waiver, amendment, modification, or cancellation. Voting may be by written proxy. In the event of passage by the required number of voting Members of the Sub-Association, the Sub-Association's managing board shall execute an instrument reciting such waiver, amendment or modification and such instrument shall be filed with the Medina County Recorder's Office within ninety (90) days of any such vote.

3.5.13.3 Approval of Township. Any action taken under the authority of this Article III, Section 3.5.13 et seq., shall be submitted and approved by the Township and/or County, if the amendment affects any rights of the Township and/or County, prior to filing of such instrument approved and executed pursuant to Article III, Section 3.5.13 et seq. and shall not be effective until any such instrument is approved by the Township and/or County, if required, and filed of record with the Medina County Recorder's Office.

3.6 Obligations of the Sub-Association. Pursuant to the mandatory obligations set forth in Article III, Sections 3.6.3 of the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes*, recorded at 2023OR007089 Official Records of the Medina County Recorder, State of Ohio., the Sub-Association shall have the following mandatory maintenance obligations which shall not be increased or enlarged upon without the adoption of an amendment to this Declaration:

3.6.1 Sub-Association's Duty to Take Title to Villas at Blue Heron Common Area. All of the *Villas at Blue Heron Common Area* described herein shall be owned by the Sub-Association upon the Declarant transferring the *Villas at Blue Heron Common Area* to the Sub-Association. The transfer of title to the *Villas at Blue Heron Common Area* by Declarant to the Sub-Association shall be not later than ninety (90) days following termination of **all** the Declarant's voting proxies granted pursuant to Article III, Section 3.3.1 **or** no later than the time period set forth in Article IX, Section 9.3.1, and shall be held for the use and benefit of Members of the Sub-Association.

3.6.2 Obligation to Enforce Restrictions. The Sub-Association shall have the obligation to enforce all restrictions and reservations on the *Villas at Blue Heron Common Area* set forth in this Declaration.

3.6.3 Sub-Association's Duty to Pay Taxes and Assessments on Villas at Blue Heron Common Area. The Sub-Association shall pay, prior to delinquency, all taxes and assessments levied against the *Villas at Blue Heron Common Area* including without limitations, personal property taxes, general real estate taxes and special assessments by the County.

3.6.4 Sub-Association's Duty to Pay Utilities for Villas at Blue Heron Common Area. The Sub-Association shall pay all charges for water, gas, sewer, electricity, light, heat, power, telephone, and other services used, rendered, or supplied to or in connection with the *Villas at Blue Heron Common Area*.

- 3.6.5 Obligation to Enforce Rules & Regulations.** The Sub-Association is obligated to enforce the reasonable and non-discriminatory Rules and Regulations with respect to the use of any *Villas at Blue Heron* Cluster Lot, and the *Villas at Blue Heron* Common Area and to insure any *Villas at Blue Heron* Cluster Lot Owner's due process rights.
- 3.6.6 Obligation to Enforce Assessments.** The Sub-Association shall have the obligation to make Assessments, to collect same and to enforce liens for non-payment of any assessment against each *Villas at Blue Heron* Cluster Lot and *Villas at Blue Heron* Cluster Lot Owner pursuant to and in the manner set forth in Article IV.
- 3.6.7 Obligation to Obtain Insurance.** The Sub-Association shall, if applicable obtain, and keep in full force and effect the following insurance:
- 3.6.7.1 Casualty Insurance.** Fire, extended coverage, vandalism and malicious mischief insurance, or risk insurance, insuring all of the improvements in *Villas at Blue Heron* owned by the Sub-Association which are normally insured (if any), in an amount equal to at least eighty percent (80%) of the full replacement cost thereof. Such insurance may have a deductible clause in an amount not exceeding Five Thousand Dollars (\$5,000.00) or, if the property has a value of less than Five Thousand Dollars (\$5,000.00), the Sub-Association shall not be required to maintain insurance on it.
- 3.6.7.2 Liability Insurance.** Comprehensive general liability insurance (with automobile liability coverage if the Sub-Association owns any vehicles) covering claims for bodily injury or death occurring upon, in, or about *Villas at Blue Heron* owned by the Sub-Association, with contractual liability and "personal injury" coverage, shall afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) with respect to both bodily injury and death and of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to property damage. The insurance procured under this Section shall designate, as additional insures, the Declarant, all parties to this Declaration and the *Villas at Blue Heron* Cluster Lot Owners.
- 3.6.7.3 Worker's Compensation Insurance.** The Sub-Association shall maintain Worker's Compensation Insurance if required under the applicable laws of the State of Ohio.

- 3.6.7.4 Additional Insurance.** The Sub-Association may but shall not be obligated to obtain and maintain such additional and other insurance as it deems desirable, including without limitation, directors and officers' liability insurance and fidelity bonds.
- 3.6.8 Obligation to Manage.** The Sub-Association shall provide the management and supervision for the operation of the *Villas at Blue Heron* Common Area in general. The Sub-Association shall establish and maintain such policies, programs, and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members and may, but shall not be required to:
- 3.6.8.1 Adopt Rules.** The Sub-Association may adopt its own rules, policies and regulations regarding the use of the *Villas at Blue Heron* Common Area and any amenity therein or thereon.
- 3.6.8.2 Engage Employees and Agents.** The Sub-Association shall engage, by contract or by direct employment, sufficient employees, or other Persons to conduct, implement or enforce any obligation imposed upon the Sub-Association by this Declaration.
- 3.6.9 Obligation to Delegate.** If the Sub-Association does not employ sufficient staff to carry out the obligations imposed upon the Sub-Association by this Declaration and the Sub-Association's managing board determines that it is more economical to delegate all or any portion of its authority and responsibilities to a manager, managing agent, or management company, it shall be obligated to do so.
- 3.6.10 Obligation for Dispute Resolution.** The Sub-Association's managing board, to the best of its ability, shall function as an arbitrator of disputes between *Villas at Blue Heron* Cluster Lot Owners. All parties to the dispute, however, must agree in writing to submit such dispute to Sub-Association's managing board.
- 3.6.11 Obligation to Issue Certificate of Compliance.** The Sub-Association shall have the obligation to issue "Certificate of Compliance" pursuant to Article IX, Section 9.16.
- 3.6.12 Obligation to Maintain Villas at Blue Heron Common Area.** The Sub-Association shall have the obligation to perform the following enumerated maintenance within the *Villas at Blue Heron* Common Area:

- 3.6.12.1 Grass and Leaves.** The Sub-Association shall fertilize, cut, and maintain the grass on all areas of the *Villas at Blue Heron* Common Area, except areas left naturally wooded.
- 3.6.12.2 Shrubbery and Plants.** The Sub-Association shall maintain all shrubbery, plants, and beds thereof in the *Villas at Blue Heron* Common Area.
- 3.6.12.3 Non-dedicated Streets/Roads/Rights of Ways and Other Villas at Blue Heron Common Area Repairs.** The Sub-Association shall maintain and repair all non-dedicated streets/roads/rights of way, sidewalks along same, structures and Common Utility Facilities and the remainder of the *Villas at Blue Heron* Common Area, as well as any areas dedicated for the common use by all Cluster Resident Lot Owners and/or Occupants, in a clean, safe, neat, healthy and workable condition.
- 3.6.12.4 Snow Removal.** The Sub-Association shall use reasonable efforts to keep the private roads and the individual *Villas at Blue Heron* Cluster Lot driveways, (within one foot of a Cluster Residence garage door), sidewalks, stoops and steps and any commonly used sidewalks running along the non-dedicated streets/roads/rights of ways and any common parking spaces free from accumulations of snow. Notwithstanding the above, the removal of snow accumulating less than two inches (2") (excluding drifting) shall be the obligation of each *Villas at Blue Heron* Cluster Lot Owner. The Sub-Association shall not be required to remove ice in any area set forth herein for which it is required to perform snow removal.

ARTICLE IV: ASSESSMENTS AND LIEN RIGHTS

- 4.1 Covenant for Assessments.** Declarant hereby covenants, for each *Villas at Blue Heron* Cluster Lot within the Subdivision, and each *Villas at Blue Heron* Cluster Lot Owner and/or Ownership Interest to a *Villas at Blue Heron* Cluster Lot is hereby deemed to covenant by acceptance of the deed for a *Villas at Blue Heron* Cluster Lot and/or Ownership Interest to a *Villas at Blue Heron* Cluster Lot, whether or not it shall be so expressed in the deed, to pay to the Sub-Association the following Assessments:

- 4.1.1 General Maintenance Assessment.** A "General Maintenance Assessment" shall be levied yearly against each *Villas at Blue Heron* Cluster Lot Owner and his *Villas*

at *Blue Heron* Cluster Lot. The General Maintenance Assessment shall be used to maintain any lands, rights or property titled in the Sub-Association or required to be maintained by the Sub-Association to include but not be limited to: *Villas at Blue Heron* Common Area, any building, non-dedicated street/road/right of ways, landscaping, lawn services, lawn maintenance, front entrance, street lighting, snow plowing, insurance and any other maintenance items within the Subdivision and not the direct responsibility of any governmental agency or any private *Villas at Blue Heron* Cluster Lot Owner. The amount of such General Maintenance Assessments shall be determined annually on or before December 31st for the forthcoming year by a majority vote of the Sub-Association's managing board and shall be an amount necessary to promote the health, safety, and welfare of the residents of the development and to carry out any of the enumerated obligations of the Sub-Association set forth in this Declaration.

4.1.1.1 Manner of Computation of General Maintenance Assessment.

All *Villas at Blue Heron* Cluster Lot Owners shall pay the yearly General Maintenance Assessment in accordance with the fraction, the numerator of which being the total number of *Villas at Blue Heron* Cluster Lots owned by a *Villas at Blue Heron* Cluster Lot Owner and the denominator of which being the total number of *Villas at Blue Heron* Cluster Lots owned by all *Villas at Blue Heron* Cluster Lot Owners in the *Villas at Blue Heron*. By way of example, when there are seventeen (17) *Villas at Blue Heron* Cluster Lots owned by *Villas at Blue Heron* Cluster Lot Owners in the *Villas at Blue Heron*, each *Villas at Blue Heron* Cluster Lot Owner that owns one of those *Villas at Blue Heron* Cluster Lots shall pay the General Maintenance Assessment equal to one-seventeenth (1/17) of the General Maintenance Assessment. The General Maintenance Assessment shall be collected on a monthly basis from each *Villas at Blue Heron* Cluster Lot Owner.

4.1.2 Special Assessments Against a Single *Villas at Blue Heron* Cluster Lot and/or *Villas at Blue Heron* Cluster Lot Owner.

A "Special Assessment" shall be levied by the Sub-Association's managing board against any *Villas at Blue Heron* Cluster Lot Owner and his *Villas at Blue Heron* Cluster Lot for the costs of enforcement of any restriction set forth in this Declaration. A Special Assessment shall include the cost borne/incurred by the Sub-Association in enforcing a violation of any restriction set forth in this Declaration by a *Villas at Blue Heron* Cluster Lot Owner or any *Villas at Blue Heron* Cluster Lot Owner's Occupant Tenant and/or guest. The cost borne/incurred by the Sub-Association shall include, but not limited to, the actual cost expended by the Sub-Association to bring any *Villas at Blue Heron* Cluster Lot into compliance

upon refusal of a *Villas at Blue Heron* Cluster Lot Owner to do so, the amount of any damage caused to any Property by any of those individuals enumerated in the preceding sentence, attorney fees and court costs, if any.

- 4.1.3 Major Improvement Assessments.** A “Major Improvement Assessment” may be levied by the Sub-Association’s managing board for any major improvement for the benefit of the Subdivision **after** the Declarant no longer holds the proxy to all votes pursuant to Article III, Section 3.3.1 and after an affirmative vote of at least FIFTY-ONE (51%) of the Voting Members of the Sub-Association. A Major Improvement Assessment shall be defined as the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the *Villas at Blue Heron* Common area, including, but not limited to non-dedicated roadways, common sidewalks, common structures, fixtures, and personal property related thereto.
- 4.1.4 Special Emergency Assessments.** A “Special Emergency Assessment shall be levied by the Sub-Association’s managing board against each *Villas at Blue Heron* Cluster Lot Owner and his *Villas at Blue Heron* Cluster Lot in the event of an emergency, national or natural disaster. No Special Emergency Assessment shall be levied until the Sub-Association’s managing board determines, by majority vote, that such Special Emergency Assessment is necessary for the safety, welfare and protection of the *Villas at Blue Heron* Cluster Lot Owners and that immediate funds must be expended to save loss of life or property.
- 4.1.5 Manner of Computation of Major Improvement and/or Special Emergency Assessment.** All *Villas at Blue Heron* Cluster Lot Owners shall pay all Major Improvement Assessments, and/or Special Emergency Assessments in accordance with the fraction, the numerator of which being the total number of *Villas at Blue Heron* Cluster Lots owned by a *Villas at Blue Heron* Cluster Lot Owner and the denominator of which being the total number of *Villas at Blue Heron* Cluster Lots owned by all *Villas at Blue Heron* Cluster Lot Owners in *Villas at Blue Heron*. By way of example, when there are seventeen (17) *Villas at Blue Heron* Cluster Lots owned by *Villas at Blue Heron* Cluster Lot Owners each *Villas at Blue Heron* Cluster Lot Owner that owns one of those *Villas at Blue Heron* Cluster Lots shall pay an Assessment equal to one-seventeenth (1/17) of the Major Improvement Assessments, and/or Special Emergency Assessments. All Major Improvement Assessments, and/or Special Emergency Assessments may be levied over a period of years by the Sub-Association’s managing board, however, collection shall be on a monthly basis.

- 4.2 **Use of Assessments.** All Assessments levied by the Sub-Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of *Villas at Blue Heron* for the improvement and maintenance of the *Villas at Blue Heron* Common Area, for the intended use of any Assessment and/or as is otherwise consistent with the rights, obligations and responsibilities of the Sub-Association and for the benefit of its Voting Members.
- 4.3 **Non-Liability of Foreclosure Sale Purchaser For Past Due Assessments.** When an institutional first mortgagee or purchaser at a foreclosure sale of an institutional first mortgage acquires an Ownership Interest as a result of foreclosure or the acceptance of a deed in lieu of foreclosure, such mortgages or purchaser, their respective successors and assigns and all future grantees of said *Villas at Blue Heron* Cluster Lot, shall not be liable for the Assessments levied against the owner of such Ownership Interest in a *Villas at Blue Heron* Cluster Lot prior to acquisition of title to the Ownership Interest whether or not a lien has been filed in accordance with Article IV, Section 4.7.1 et seq. Any funds received on the judicial sale of the Ownership Interest in excess of the mortgage lien, the court costs and the real estate taxes and governmental assessments shall, however, to the extent otherwise permitted under the laws of the State of Ohio, next be applied to satisfy the Sub-Association's lien for Assessments. The *Villas at Blue Heron* Cluster Lot Owner and/or owners of an Ownership Interest shall be and remain personally and primarily liable, jointly and severally, for the Assessments accruing against the Ownership Interest prior to the date of the judicial sale, as provided in this Section.
- 4.4 **Liability for Assessments Upon Voluntary Conveyance.** Except as set forth in Article IV, Section 4.3, the grantee(s) of an Ownership Interest shall be jointly and severally liable with the grantor for the amount of all unpaid Assessments, whether or not a lien has been perfected, without prejudice to the grantee(s)'s right to recover from the grantor the amounts paid by the grantee(s) therefor. A mortgagee other than a first institutional mortgagee, a purchaser at a foreclosure sale of a mortgage other than a first mortgage held by an institutional mortgagee, their respective successors and assigns, a devisee of an Ownership Interest, or the transferee of an Ownership Interest pursuant to the statute of Descent and Distribution, shall be deemed to have obtained said *Villas at Blue Heron* Cluster Lot pursuant to a voluntary conveyance for purposes of this Section.
- 4.5 **No Right to Waive Assessments.** No *Villas at Blue Heron* Cluster Lot Owner or Sub-Association's managing board shall have the right to waive any individual *Villas at Blue Heron* Cluster Lot Owner's obligation to pay past due, current, or future Assessments. Any such representation by any *Villas at Blue Heron* Cluster Lot Owner, builder, or real estate agent or broker for same shall be an actual fraud upon any person acquiring an Ownership Interest in and to a *Villas at Blue Heron* Cluster Lot with such representation whether written or oral.

4.6 No Exemption for Non-Use of Villas at Blue Heron Common Area. A *Villas at Blue Heron* Cluster Lot Owner or any Ownership Interest in a *Villas at Blue Heron* Cluster Lot not otherwise exempt from the Assessments may not exempt himself from liability for Assessments levied against him by waiver of the use of the Cluster Residence Common Area or any other amenity owned, leased, licensed and/or operated by the Sub-Association, or by abandonment of his *Villas at Blue Heron* Cluster Lot. Furthermore, no *Villas at Blue Heron* Cluster Lot Owner or any owner of an Ownership Interest in a *Villas at Blue Heron* Cluster Lot shall be entitled to any portion of the funds held for reserves; nor shall any Person have a claim against the Sub-Association with respect thereto.

4.7 Creation of Lien for Unpaid Assessments. Each *Villas at Blue Heron* Cluster Lot Owner hereby covenants and agrees by acceptance of the deed to an Ownership Interest in and to a *Villas at Blue Heron* Cluster Lot, whether or not expressed in any such deed, to pay to the Sub-Association, all Assessments levied against such *Villas at Blue Heron* Cluster Lot Owner in accordance with this Declaration on or before the due date. If a Person liable for the payment of an Assessment shall **fail** to pay the same when due, the Sub-Association shall notify said Person, in writing, of the failure to make said payment. In the event that the Assessment is not paid within ten (10) calendar days following said notification, then such Assessment shall be “delinquent” and, together with such interest thereon at the rate permitted to be charged to individuals in Ohio or twelve percent (12%) per annum, whichever is lower, from the date said payment was due and costs of collection, including but not limited to attorney fees and court costs, and shall, upon “perfection” as provided in Article IV, Section 4.7.1 et seq., become a continuing lien, (hereinafter the “Lien”), upon the *Villas at Blue Heron* Cluster Lot and any Ownership Interest of such Person with respect to such *Villas at Blue Heron* Cluster Lot and any Cluster Residence thereon and shall bind such Ownership Interest in the hands of the then *Villas at Blue Heron* Cluster Lot Owner, his heirs, executors, administrators, devisees, personal representatives, successors and assigns. Each co-*Villas at Blue Heron* Cluster Lot Owner of a *Villas at Blue Heron* Cluster Lot shall be personally liable, jointly, and severally, with all other co-*Villas at Blue Heron* Cluster Lot Owners for all Assessments made by the Sub-Association with respect to said *Villas at Blue Heron* Cluster Lot. The assessment lien provided for herein shall be subordinate to the Lien of any first institutional mortgage on a *Villas at Blue Heron* Cluster Lot but shall not be subordinate to any other mortgage lien unless the written consent of the Sub-Association to such further subordination is recorded in the Medina County Records.

4.7.1 Perfection of Lien. If any *Villas at Blue Heron* Cluster Lot Owner shall fail to pay when due an Assessment levied in accordance with this Declaration (such *Villas at Blue Heron* Cluster Lot Owner hereinafter referred to as the “Delinquent *Villas at Blue Heron* Cluster Lot Owner”), the Sub-Association’s managing board shall authorize the perfection of a lien on the Ownership

Interest of the Delinquent *Villas at Blue Heron* Cluster Lot Owner on the Cluster Residence for which Assessments have not been paid by filing for record with the recorder of Medina County, Ohio a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the following:

- 4.7.1.1 **Name of Lien Claimant.** The Lien shall be in the name of the Sub-Association's managing board against the named Delinquent Owner.
- 4.7.1.2 **Description of Villas at Blue Heron Cluster Lot.** A description of such Delinquent Owner's *Villas at Blue Heron* Cluster Lot for which Assessments were not paid.
- 4.7.1.3 **Amount Due.** The entire amount claimed, including the amount of any delinquency, the rate of interest accruing thereon and actual and estimated cost of collection.
- 4.7.1.4 **Declaration Authority.** A statement referring to the provisions of this Declaration and lien authorization.
- 4.7.1.5 **Signing of Certificate.** The Certificate of Lien shall be signed before a notary public by one of the Sub-Association's managing board members.
- 4.7.2 **Duration of Lien.** Any lien created pursuant to Article IV, Section 4.7.1 shall remain valid for a period of five (5) years from the time of filing of said Certificate of Lien, unless an action to enforce same has then been commenced or said Lien is sooner released or satisfied, in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a Court of competent jurisdiction in an action brought to discharge such Lien.
- 4.7.3 **Priority of Lien.** Except as may be provided under applicable law, a Lien perfected pursuant to Article IV, Section 4.7.1 et seq. shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and governmental assessments and liens of a bona fide first mortgage to an institutional lender.
- 4.7.4 **Enforcement of Lien.** A Lien may be foreclosed in the same manner as a mortgage on real property in an action brought in the name of the Sub-Association after authorization from the Sub-Association's managing board.

- 4.7.5 Dispute as to Assessment.** A *Villas at Blue Heron* Cluster Lot Owner who believes that any Assessment levied by the Sub-Association against his Ownership Interest in a *Villas at Blue Heron* Cluster Lot for which a Certificate of Lien has been filed by the Sub-Association has been improperly determined, may bring an action in the Court of Common Pleas of Medina County, Ohio, for discharge of all or any portion of such Lien, but the Lien shall continue until the actual amount of the Lien so determined is paid in full. The Sub-Association may counterclaim in such action for foreclosure of the amount of Lien found to be due.
- 4.7.6 No Waiver Implied.** The creation of a Lien upon any Ownership Interest owned by a Delinquent *Villas at Blue Heron* Cluster Lot Owner shall not waive, preclude or prejudice the Sub-Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, at law, or in equity.
- 4.7.7 Personal Obligations.** The Assessment obligations created pursuant to this Declaration shall be and remain the personal obligations of the Delinquent *Villas at Blue Heron* Cluster Lot Owner(s) until fully paid, discharged, or abated.
- 4.7.8 Exemption from Assessments and Liens.** The following property shall be exempted from the Assessments and Liens established pursuant to Article IV, Section 4.1 et seq. and Article IV, Section 4.7 et seq., respectively:
- 4.7.8.1 Government Property.** All properties to the extent of any easement or other interest therein are dedicated and accepted by the State of Ohio, the County and/or the Township and devoted to public use.
- 4.7.8.2 Tax Exempt Property.** All properties of the Township or the County which are exempted from taxation by the laws of the State of Ohio.
- 4.7.8.3 Villas at Blue Heron Common Area.** All property and any amenity within the *Villas at Blue Heron* Common Area.
- 4.7.8.4 Property of the Declarant.** All properties of the Declarant so long as it is fee title owner to any *Villas at Blue Heron* Cluster Lot within the Subdivision.
- 4.7.8.5 Model Cluster Residence.** A Model Cluster Residence Home constructed by a Declarant or an authorized builder on a *Villas at Blue*

Heron Cluster Lot utilized by the original builder as a Model for sale of like homes to potential purchaser(s).

4.7.8.6 Speculative Built Cluster Residence. A *Villas at Blue Heron* Cluster Lot deeded to a qualified builder, other than Declarant, upon which he builds a Cluster Residence for immediate sale to others for a period not to exceed 12 months from date of issuance of a building permit for such Cluster Residence by the County.

4.7.8.7 Design Built Cluster Residence Under Construction. A *Villas at Blue Heron* Cluster Lot deeded to a *Villas at Blue Heron* Cluster Lot Owner who contracts for the construction of a Cluster Residence upon the *Villas at Blue Heron* Cluster Lot for a period not to exceed the sooner of an "occupancy permit" being issued by the County or one year from the date of purchase of the *Villas at Blue Heron* Cluster Lot.

**ARTICLE V: GENERAL RESTRICTIONS
ON AND OBLIGATIONS OF VILLAS AT BLUE HERON CLUSTER LOT OWNERS**

5.1 General Restrictions And Obligations. All *Villas at Blue Heron* Cluster Lot Owners and any owner of an Ownership Interest, his respective heirs, trustees, administrators, executors, successors, and assigns shall be bound by all the conditions, restrictions, covenants of this Declaration and the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes*, recorded at 2023OR007089 Official Records of the Medina County Recorder, State of Ohio. In addition, each *Villas at Blue Heron* Cluster Lot Owner shall have the following general responsibilities and such responsibilities shall not in any manner be imputed to the Declarant, the Sub-Association:

5.1.1 Taxes and Assessments. Each *Villas at Blue Heron* Cluster Lot Owner shall pay, prior to delinquency, all taxes and governmental assessments and Assessments levied against the *Villas at Blue Heron* Cluster Lot owned by each Owner.

5.1.2 Utilities. Each *Villas at Blue Heron* Cluster Lot Owner shall pay all charges for water, gas, sewer, electricity, light, heat, power, telephone and other services used, rendered or supplied to or in connection with such *Villas at Blue Heron* Cluster Lot Owner's Cluster Residence, including, without limitation, the charges for electricity used in the light post in front of each Cluster Residence required by Article V, Section 5.6.5.

- 5.1.3 **Insurance.** Each *Villas at Blue Heron* Cluster Lot Owner, at his sole expense and cost, shall maintain and keep in full force and effect the following insurance:
- 5.1.3.1 **Liability Insurance.** Each *Villas at Blue Heron* Cluster Lot Owner shall maintain adequate insurance covering such Owner's *Villas at Blue Heron* Cluster Lot and Cluster Residence.
- 5.1.3.2 **Hazard Insurance.** Each *Villas at Blue Heron* Cluster Lot Owner shall maintain fire and "all risk" hazard insurance coverage on each Owner's Cluster Residence in the amount of the full replacement cost of such Cluster Residence.
- 5.1.3.3 **Hazard Contents Insurance.** Each *Villas at Blue Heron* Cluster Lot Owner shall maintain hazard insurance on his contents and personal property, as such *Villas at Blue Heron* Cluster Lot Owner shall desire.
- 5.1.3.4 **Workman's Compensation.** Each *Villas at Blue Heron* Cluster Lot Owner shall maintain workman's compensation insurance if required under the applicable laws of the State of Ohio.
- 5.2 **Township Zoning.** All *Villas at Blue Heron* Cluster Lot Owners and any owner of an Ownership Interest his respective heirs, trustee, administrator, executor, successor and assigns shall be bound by all the Zoning Resolutions of Montville Township and all Conditional Zoning Certificates adopted by the Montville Township Board of Zoning Appeals for Montville Lakes Subdivision Phase III and the Planned Unit Development of Montville Lake Subdivision.
- 5.3 **General Restriction On Villas at Blue Heron Common Area.** No *Villas at Blue Heron* Cluster Lot Owner or any other Person shall construct or place upon anything on the surface of the *Villas at Blue Heron* Common Area or on the surface of any easement which is for the benefit of the Sub-Association or anyone to whom an easement may be granted, including, but not limited to, Utility Facility easements, without the prior written approval of the Declarant or the Sub-Association, upon the Declarant ceasing to hold voting proxy rights pursuant to Article III, Section 3.3.1.
- 5.4 **General Use Restrictions On Villas at Blue Heron Cluster Lot and Villas at Blue Heron Common Area.** All *Villas at Blue Heron* Cluster Lot Owners and Occupants, Tenants and guests of a *Villas at Blue Heron* Cluster Lot Owner shall make use of a *Villas at Blue Heron* Cluster Lot and/or *Villas at Blue Heron* Common Area in such manner as not to create or maintain a nuisance and shall conduct all activities and

enjoyment of a *Villas at Blue Heron* Cluster Lot and/or *Villas at Blue Heron* Common Area to prevent offensive, immoral, improper, or unlawful activities of any kind and being mindful of Declarant's and each *Villas at Blue Heron* Cluster Lot Owner's and/or Sub-Association's right to peaceful enjoyment of his respective *Villas at Blue Heron* Cluster Lot and/or *Villas at Blue Heron* Common Area.

5.5 Abide by Rules and Regulations. All *Villas at Blue Heron* Cluster Lot Owners agree as additional restrictions, covenants, and obligations for their respective *Villas at Blue Heron* Cluster Lot, and for themselves and their heirs, successors and/or assigns and anyone claiming title through a *Villas at Blue Heron* Cluster Lot Owner or claiming privileges of membership in the Sub-Association or use of any *Villas at Blue Heron* Common Area rights or other amenities, to abide by, to adhere to and to assume any and all obligations, duties and restrictions contained in this Declaration, any Subsequent Amendment, and all rules and regulations of the Sub-Association.

5.6 General Conditions of Villas at Blue Heron Cluster Lot and Cluster Residence. All *Villas at Blue Heron* Cluster Lot Owners shall provide good, neat, and orderly exterior maintenance repair upon each *Villas at Blue Heron* Cluster Lot and any Cluster Residence thereon, as follows:

5.6.1 Exterior Maintenance of Cluster Residence. Each *Villas at Blue Heron* Cluster Lot Owner shall keep such *Villas at Blue Heron* Cluster Lot Owner's Cluster Residence in good condition and repair and shall make all repairs and replacements, structural and non-structural, ordinary as well as extraordinary, interior, and exterior, including, decks, porches, doors (including garage doors) and windows, including frames, hardware, and other appurtenances thereof. In addition, each *Villas at Blue Heron* Cluster Lot Owner shall make all repairs and replacements necessitated by fire or other casualty within a reasonable time not to exceed one hundred and eighty (180) days. Such obligation to repair and/or replace includes but is not limited to regular repairs, replacements and maintenance of the exterior building surfaces, the roof, gutters, down-spouts, drives, walks, and exterior lighting of the Cluster Residence constructed or installed on a *Villas at Blue Heron* Cluster Lot and any allowable underground irrigation system.

5.6.2 Grounds and Landscaping. A *Villas at Blue Heron* Cluster Lot Owner shall properly landscape his *Villas at Blue Heron* Cluster Lot and maintain all landscaping (including watering of grass) on a regular basis of the *Villas at Blue Heron* Common Area immediately adjacent to his *Villas at Blue Heron* Cluster Lot, even though such grassed area is within the *Villas at Blue Heron* Common Area. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain anywhere on a *Villas at Blue Heron* Cluster Lot

by any *Villas at Blue Heron* Cluster Lot Owner, irrespective of whether a Cluster Residence has been constructed on such *Villas at Blue Heron* Cluster Lot. All trees, shrubs, grass and other annual or perennial flora shall be kept in a living state and all dead flora shall be timely removed by the *Villas at Blue Heron* Cluster Lot Owner. No *Villas at Blue Heron* Cluster Lot shall remain without appropriate grass and landscaping for a period in excess of one (1) year from the issuance of building permit by the County for the construction of a Cluster Residence on the *Villas at Blue Heron* Cluster Lot.

- 5.6.3 Debris and Garbage.** No *Villas at Blue Heron* Cluster Lot Owner shall allow refuse, debris, pipes, unused construction material, or other unsightly objects to be placed, kept, allowed, or suffered to remain anywhere on a *Villas at Blue Heron* Cluster Lot. In the event that any *Villas at Blue Heron* Cluster Lot Owner shall fail or refuse to keep a *Villas at Blue Heron* Cluster Lot in conformity herewith, then the Sub-Association or its representatives may enter upon the *Villas at Blue Heron* Cluster Lot and maintain said *Villas at Blue Heron* Cluster Lot in conformity herewith at the expense of the *Villas at Blue Heron* Cluster Lot Owner thereof and such entry shall not be deemed a trespass. The expenses incurred by the Sub-Association shall be considered a Special Assessment against said *Villas at Blue Heron* Cluster Lot Owner and *Villas at Blue Heron* Cluster Lot pursuant to Article IV, Section 4.1.2.
- 5.6.4 Cleaning - Snow Removal.** Each *Villas at Blue Heron* Cluster Lot Owner shall remove snow and ice, as may be reasonable in the circumstances, from, without limitations, all sidewalks, stoops, landings, and steps to and from his Cluster Residence, steps, except as such snow removal is provided by the Sub-Association pursuant to Article III, Section 3.6.12.4
- 5.6.5 Electric Posts.** Each *Villas at Blue Heron* Cluster Lot Owner shall keep in good condition and repair any electric posts in/on a *Villas at Blue Heron* Cluster Lot with a Cluster Residence and shall replace light bulbs promptly as required. Each *Villas at Blue Heron* Cluster Lot Owner of a *Villas at Blue Heron* Cluster Lot with a Cluster Residence shall cause the light to be lit during all hours of darkness and shall pay the electric utility charge for such light.
- 5.6.6 Driveways and Sidewalks.** Each *Villas at Blue Heron* Cluster Lot Owner shall maintain all driveways, sidewalks, steps, stoops, landings, patios, and other paved areas on his *Villas at Blue Heron* Cluster Lot or located between his *Villas at Blue Heron* Cluster Lot and the non-dedicated street/road/rights of ways adjacent to his *Villas at Blue Heron* Cluster Lot, in good condition and repair.

5.6.7 Repairs Caused by the Wrongdoing of a Villas at Blue Heron Cluster Lot Owner, Occupant, or Tenant. Notwithstanding anything in this Declaration to the contrary, each *Villas at Blue Heron* Cluster Lot Owner shall be responsible to pay for or make all repairs and replacements which would otherwise be the responsibility of the Declarant, the County, the Township, the Sub-Association or other *Villas at Blue Heron* Cluster Lot Owners, if the repairs or replacements are required because of the acts or negligence of the *Villas at Blue Heron* Cluster Lot-Owner or his Occupants, Tenants and/or guests.

5.6.8 Right of Sub-Association to Perform Maintenance Obligations of Villas at Blue Heron Cluster Lot Owner. If a *Villas at Blue Heron* Cluster Lot Owner fails to perform any maintenance obligations or to make any repairs or replacements required to be performed or made by a *Villas at Blue Heron* Cluster Lot Owner pursuant to the provisions of this Declaration and specifically Article V, Sections 5.6.1 through Section 5.6.7, and if such failure continues for thirty (30) days after the Sub-Association gives written notice of such failure to the *Villas at Blue Heron* Cluster Lot Owner, (unless the *Villas at Blue Heron* Cluster Lot Owner shall have begun, or shall have taken measures to have begun, to do such maintenance or to make such repairs or replacements within said thirty-day period and shall be continuing with due diligence), then the Sub-Association shall have the right to perform such maintenance or to make such repairs or replacements, and the *Villas at Blue Heron* Cluster Lot Owner shall reimburse the Sub-Association for all costs and expenses incurred by the Sub-Association in connection therewith within thirty (30) days following receipt of an invoice. Failure of a *Villas at Blue Heron* Cluster Lot Owner to pay any such invoice shall authorize the Sub-Association's managing board to assess the *Villas at Blue Heron* Cluster Lot Owner and his *Villas at Blue Heron* Cluster Lot, as a Special Assessment pursuant to Article IV, Section 4.1.2. Notwithstanding the above, if the Sub-Association believes that an emergency situation exists, no notice to the *Villas at Blue Heron* Cluster Lot Owner shall be required. Notwithstanding the rights set forth above shall not limit the right of the Sub-Association, Declarant or other *Villas at Blue Heron* Cluster Lot Owner from any rights afforded under law or equity to enforce this Declaration.

5.6.9 Standards for Maintenance and Repair. All maintenance, repair and replacement required to be performed or made by a *Villas at Blue Heron* Cluster Lot Owner pursuant to the provisions of this Declaration, specifically Article V, Sections 5.6.1 through Section 5.6.7, shall be done in a good and workmanlike manner and in accordance with all federal, state and local laws, statutes, resolutions, codes and regulations. Any replacements required shall

be of the same (or better) specifications, quality, kind, and type as the item being replaced. All repairs and maintenance shall be done promptly to maintain the values of the Property within the Subdivision.

5.7 Land Use - Residential Use. All of the *Villas at Blue Heron* Cluster Lots, except as hereinafter expressly provided to the contrary, including all *Villas at Blue Heron* Cluster Lots enlarged or recreated by shifting or location of side boundary lines, are restricted to the use of a single family, their household servants and guests, herein referred to as a single-family residence or Cluster Residence. Only one Cluster Residence shall be erected per *Villas at Blue Heron* Cluster Lot. A construction shed may be placed on a *Villas at Blue Heron* Cluster Lot and remain there temporarily only during the course of active construction of a Cluster Residence. Otherwise, no portable building or trailers, mobile homes, or campers may be moved onto a *Villas at Blue Heron* Cluster Lot or any *Villas at Blue Heron* Common Area.

5.8 Land Use - Use of the Villas at Blue Heron Cluster Lot or Cluster Residence. No industry, business, trade, occupation, or profession of any kind, whether permitted under any County and/or Township Zoning Resolution, whether for commercial, religious, educational, charitable, or other purposes, shall be conducted, maintained, or permitted on any *Villas at Blue Heron* Cluster Lot, in any Cluster Residence, or in or on any portion of the *Villas at Blue Heron* Common Area, except such as may be permitted by these and other applicable covenants herein written, specifically to wit:

5.8.1 Declarant's Business Rights. The Declarant may perform or cause to be performed such work as is incident to the completion of its development of the Subdivision and improvement of *Villas at Blue Heron*.

5.8.1.1 Model Cluster Residence. The Declarant shall have the right to, and shall have the right to authorize builders to construct and maintain a Cluster Residence on a *Villas at Blue Heron* Cluster Lot as a Model Cluster Residence and utilize such Cluster Residence for the purpose of selling additional *Villas at Blue Heron* Cluster Lots and/or contracting for construction of like Model Cluster Residence(s) on *Villas at Blue Heron* Cluster Lots within the Subdivision.

5.8.1.2 Specific Exemption. Nothing in Article V, Section 5.8 shall in any manner limit the Declarant, its successors and/or assigns, from operating its respective business enterprises on any portion of the Property within *Villas at Blue Heron*.

5.8.2 Right of Villas at Blue Heron Cluster Lot Owner to Construct Cluster Residence And Maintain. A *Villas at Blue Heron* Cluster Lot Owner or

contractor, agent, or representative may perform or cause to be performed any construction, maintenance, repair, or remodeling work with respect to any *Villas at Blue Heron* Cluster Lot or Cluster Residence.

5.8.3. Right of Villas at Blue Heron Cluster Lot Owner To Lease Cluster Residence. A *Villas at Blue Heron* Cluster Lot Owner shall have the right to lease his Cluster Residence for single family residential use, except that no Cluster Residence shall be leased for a period less than one (1) year. No *Villas at Blue Heron* Cluster Lot Owner shall rent, let, or lease a Cluster Residence on a month-to-month, weekly or nightly rental, in whole or part.

5.8.4 Right of Villas at Blue Heron Cluster Lot Owner To Home Office. A *Villas at Blue Heron* Cluster Lot Owner, his Tenant or Occupant shall have the right to use a portion of a Cluster Residence for a personal private office and/or studio, provided:

5.8.4.1 Home Office Not to Interfere. That the activities therein shall not interfere with the quiet enjoyment or comfort of any other *Villas at Blue Heron* Cluster Lot Owner;

5.8.4.2 No Walk-in Traffic. That such use does not result in walk-in traffic to the *Villas at Blue Heron* Cluster Lot from the general public or from regular business invitees;

5.8.4.3 No Commercial Traffic. That such use does not result in any commercial traffic, frequent deliveries, parcel, and package drop off and pick-up, regular daily United States Postal Service excepted; and

5.8.4.4 Does Not Violate Zoning. That such use does not violate any Township Zoning Resolutions.

5.9 No Nuisances Permitted. No *Villas at Blue Heron* Cluster Lot Owner shall permit nuisances or any safety hazard to remain in or on a *Villas at Blue Heron* Cluster Lot, Cluster Residence, or the *Villas at Blue Heron* Common Area nor use or practice which is the source of nuisances or safety hazards to other *Villas at Blue Heron* Cluster Lot Owners, or *Villas at Blue Heron* Common Area or using any other amenity within *Villas at Blue Heron* or which interferes with the peaceful possession and proper use of any other property within or adjacent to *Villas at Blue Heron*.

5.9.1 Holiday Decorations. No excessive use of outdoor electrical lighting and outdoor decorations in celebration of any holiday shall be permitted. The Sub-Association's managing board's determination of "excessive" shall be binding

on any *Villas at Blue Heron* Cluster Lot Owner, Occupant and/or Tenant. No holiday decorations shall be placed on any *Villas at Blue Heron* Cluster Lot or Cluster Residence sooner than thirty (30) days prior to any holiday and shall be removed no later than thirty days (30) following a holiday.

- 5.10 No Illegal Activities.** No *Villas at Blue Heron* Cluster Lot Owner or other Person shall permit any unlawful or illegal activities on a *Villas at Blue Heron* Cluster Lot, within a Cluster Residence or any other property within or adjacent to *Villas at Blue Heron*.

ARTICLE VI: EASEMENTS

- 6.1 Easements for Utilities.** There is hereby reserved unto Declarant, the Sub-Association, and those designated by each, which include, without limitation, any *Villas at Blue Heron* Cluster Lot Owner, governmental body, political subdivision, any public or private utility company, a blanket easement upon, in, across, over, and under all portions of *Villas at Blue Heron*, including, without limitation, *Villas at Blue Heron* Cluster Lots, excluding Cluster Residences, and *Villas at Blue Heron* Common Area, for installing, tying into, using, replacing, repairing and maintaining drainage systems, sanitary sewer grinder pump, exterior lights and/or Utility Facilities, for the benefit of one or more than one *Villas at Blue Heron* Cluster Lot, Cluster Residence and/or *Villas at Blue Heron* Common Area and/or any adjacent property owned in whole or part by the Declarant, together with ingress and egress thereto.
- 6.2 Access and Right-of-Way to Villas At Blue Heron Common Area.** The Declarant, its agents, contractors, and employees, the Sub-Association, its agents, contractors and employees, and all *Villas at Blue Heron* Cluster Lot Owners and their respective, Tenants and their respective occasional guests shall have the perpetual and non-exclusive right of ingress, egress, access and passage to, from and over the *Villas at Blue Heron* Common Area, however, subject to the restrictions and covenants of this Declaration and any and all rules and regulations for the use thereof authorized by this Declaration.
- 6.3 Innocent Encroachments.** Easements for encroachments caused by inaccuracy of survey or in construction or reconstruction of any street, rights-of-way, easement for Utility Facilities, any building or *Villas at Blue Heron* Common Area caused by the settlement or movement and including easements for the maintenance and use of encroaching improvements in favor of the Declarant, a *Villas at Blue Heron* Cluster Lot Owner and the Sub-Association, are hereby created, provided such encroachments are not intentionally created.

- 6.4 **Right To Granting Easements for Villas at Blue Heron Common Area and Villas at Blue Heron Cluster Lots.** The Declarant and the Sub-Association shall each have the right to grant and reserve non-exclusive easements to third parties to install, use, tie into, repair, maintain, replace and inspect all or any part of the Utility Facilities located from time to time in the *Villas at Blue Heron* Common Area or within a *Villas at Blue Heron* Cluster Lot (excluding the Cluster Residence), and the drives and walks within the *Villas at Blue Heron* Common Area.
- 6.5 **Right to Grant Utility Easements to Adjacent Property.** The Declarant and the Sub-Association shall each have the right to grant and reserve non-exclusive easements to utility companies for the installation, repair, and replacement of Utility Facilities within the *Villas at Blue Heron* Common Area or on a *Villas at Blue Heron* Cluster Lot, (excluding the Cluster Residence), as may be desired by the Declarant and/or the Sub-Association, (acting through the Sub-Association's managing board). For example, the Declarant or the Sub-Association could grant to the owner of adjacent property to *Villas at Blue Heron* or could reserve for use of the Declarant for the benefit of land owned by Declarant not within *Villas at Blue Heron* the right to install and/or to tie into and use a Utility Facility in *Villas at Blue Heron* or to use a private drive located within the *Villas at Blue Heron* Common Area of the *Villas at Blue Heron*, without violation of this Declaration and without the authorization of the Members of the Sub-Association.
- 6.6 **Declarant's Specific Reservation To Grant Easement.** Without limiting the foregoing Article VI, Sections 6.1 through Section 6.5, Declarant and the Sub-Association reserve the right and easement to install, tie into, use, repair, replace, inspect, and maintain all or any part of the Utility Facilities located from time to time in *Villas at Blue Heron* Common Area or within a *Villas at Blue Heron* Cluster Lot (excluding the Cluster Residence) and non-dedicated streets/roads/right of ways, drives and walks within the *Villas at Blue Heron* Common Area, for the benefit of Declarant and any other owners and occupants of any real property Declarant may have an interest in adjacent to *Villas at Blue Heron*, or within any real property which is now or subsequently becomes a part of *Villas at Blue Heron* or any real property deleted from *Villas at Blue Heron* by Declarant. In addition to any other ways in which such easements may be further acknowledged, Declarant and/or Sub-Association shall have the right to record a deed, an affidavit or other documentation referring to the rights granted to and reserved by Declarant herein and specifying the real property which will have the benefit of the rights and easements reserved herein.
- 6.7 **Parking Easement.** The Declarant, the Sub-Association or any builder/contractor of a *Villas at Blue Heron* Cluster Lot Owner and their respective agents, contractors, sub-contractors employees, and customers shall have the right and easement to park in other areas necessary or desirable during construction of Cluster Residences or improvements or the repairs and maintenance thereof, or in connection with the sales of *Villas at Blue*

Heron Cluster Lots or Cluster Residences, whether or not such construction is taking place on or within *Villas at Blue Heron*.

- 6.8 **Easement to Maintain Sales Office, Models, Etc.** Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of *Villas at Blue Heron* Cluster Lots and Cluster Residences by Declarant and/or builders purchasing *Villas at Blue Heron* Cluster Lots from Declarant shall continue on/within *Villas at Blue Heron* or on any adjacent property owned by Declarant, it shall be expressly permissible for Declarant and those authorized by Declarant to maintain and carry on upon portions of the *Villas at Blue Heron* Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the sale of *Villas at Blue Heron* Cluster Lots or the construction and sale of Cluster Residences on such *Villas at Blue Heron* Cluster Lots within *Villas at Blue Heron*, including, but not limited, administrative/customer services, construction offices/trailers, parking signs, signs, model Cluster Residences, and sales and resale offices, and those authorized by Declarant and their guests, licensees and invitees shall have an easement for access to such facilities and for use of other facilities reasonably required.
- 6.9 **Easements Created and Granted by Declarant to the County, Township, or the Sub-Association.** The Declarant shall have the right to create and grant easements for the installation and maintenance of Utility Facilities and Common Utility Facilities to the County, Township, or the Sub-Association. No structures, including but not limited to sidewalks, driveways, plantings or other materials, shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas, without the consent of Declarant or the Sub-Association, the County or Township. The easement areas and all improvements therein shall be maintained continuously by the Sub-Association unless those easement areas are accepted by the County and/or Township and either or both have formally undertaken to maintain same. The Declarant, the County, the Township, or the Sub-Association shall have the right to enter upon and across each *Villas at Blue Heron* Cluster Lot at any place that is deemed by one or more of the above to be necessary in order to install or maintain, or to perform any other function or operation in accordance with such easement.
- 6.10 **Emergency and Service Easements.** Easements are created in favor of fire, police, sanitation, medical, ambulance, school buses, utility companies, mail services and other public or quasi-public emergency and service personnel and their vehicles shall have an easement for ingress and egress over and across the non-dedicated streets/roads/right of ways, private drives, sidewalks and/or common drives within *Villas at Blue Heron* for the performance of their respective duties.

- 6.11 Environmental Easement.** There is hereby reserved for the benefit of any governmental authority, the Declarant and/or the Sub-Association and their respective agents, employees, successors, and assigns an alienable, transferrable, and perpetual right and easement on, over, and across *Villas at Blue Heron* and any part thereof for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and promulgated by Declarant, the Sub-Association or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, the right to dispense pesticides and herbicides, and the right to maintain any designated “wetland” areas or to enforce any environmental restrictions.
- 6.12 Benefitted Property.** The real property benefitting from the easements reserved or granted pursuant to any Section of this Article VI is referred to as the “Benefitted Property” and the owners of the Benefitted Property are referred to as the “Benefitted Owners.” The Sub-Association shall keep the common Utility Facilities, those facilities that serve the *Villas at Blue Heron* Common Area or more than one (1) *Villas at Blue Heron* Cluster Lot or Cluster Residence of *Villas at Blue Heron*, in good condition and repair. Each Benefitted Owner shall pay to the Sub-Association *Villas at Blue Heron* Cluster Lot Owner’s “Share” of the cost of repairing, maintaining, and replacing the Utility Facilities which such Beneficial Owner shall have the right to use pursuant to this Article VI. Such “Share” shall be determined by multiplying such costs times a fraction, the numerator of which being one (1), and the denominator of which being the total number of Cluster Residences located within *Villas at Blue Heron* and the Benefitted Property which have the right to use the Utility Facility.
- 6.13 Formalities of Easement Grant.** In granting any additional or supplemental easement set forth in this Article VI, including but not limited with respect to a Utility Facility on a *Villas at Blue Heron* Cluster Lot, the *Villas at Blue Heron* Cluster Lot Owner of the *Villas at Blue Heron* Cluster Lot who is requested by Declarant or the Sub-Association to grant such easement shall execute any instruments or documents requested to grant such easement except no such easement shall be granted on real property on or under which a Cluster Residence has or will be constructed. Each *Villas at Blue Heron* Cluster Lot Owner and his or her respective Mortgagees, by acceptance of a deed conveying such ownership interest or a Mortgage encumbering such ownership interest, as the case may be, hereby agrees to grant such easements in recordable form; and such *Villas at Blue Heron* Cluster Lot Owner and/or Mortgagees irrevocably appoint any member of the Sub-Association’s managing board as their respective attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney, at the option of the attorney, to execute, acknowledge and record for and in the name of such *Villas at Blue Heron* Cluster Lot Owner and his Mortgagees such easements, subordinations of mortgages, or other instruments as may be necessary or desirable to effect and/or enjoy the foregoing.

ARTICLE VII: SPECIFIC USE RESTRICTIONS

- 7.1 Specific Use Restrictions on Villas at Blue Heron Cluster Lots.** In order to insure that all *Villas at Blue Heron* Cluster Lot Owner(s) preserve a uniform use of a *Villas at Blue Heron* Cluster Lot and conformity of the use of a *Villas at Blue Heron* Cluster Lot for the efficient preservation of the values, aesthetic harmony, and amenities of *Villas at Blue Heron*, the following specific restrictions, (which are in addition to any use and activities restrictions herein stated), shall be conformed to in their entirety by each *Villas at Blue Heron* Cluster Lot Owner, his Occupants and Tenants, owner(s) of a *Villas at Blue Heron* Cluster Lot Ownership Interest, other estate holders of the *Villas at Blue Heron* Cluster Lot or any guest, invitee, licensee or other Person acting through or with permission of any of the above.
- 7.1.1 No Industry or Manufacturing.** No industrial or manufacturing uses of any kind shall be permitted on a *Villas at Blue Heron* Cluster Lot.
- 7.1.2 No Commercial Agriculture.** No commercial agricultural uses shall be permitted on a *Villas at Blue Heron* Cluster Lot.
- 7.1.3 No Oil & Gas Wells.** No drilling or operation of any oil or gas well shall be permitted on a *Villas at Blue Heron* Cluster Lot.
- 7.1.4 No Mining Operations.** No mining or extraction of any minerals, including the removal of sand or gravel shall be permitted on a *Villas at Blue Heron* Cluster Lot. (Nothing in this restriction shall prohibit the removal of any material in connection with the development of the Property by Declarant or construction of a Cluster Residence.)
- 7.1.5 No Raising of Animals.** No keeping, raising, and harboring of wild beasts, cattle, swine, fowl, poultry, birds, reptiles, livestock, other farm animals or any other animal or insects not normally kept as household pets shall be permitted on a *Villas at Blue Heron* Cluster Lot. (Nothing in this restriction shall prohibit the keeping of household pets pursuant to Article VII, Section 7.1.6).
- 7.1.6 Domesticated Pets.** No domesticated pets shall be kept, bred, boarded, or maintained for commercial purposes, or kept in any manner as to constitute a nuisance on a *Villas at Blue Heron* Cluster Lot.
- 7.1.6.1 Permitted Domesticated Pets.** A *Villas at Blue Heron* Cluster Lot Owner, his Occupants or Tenants shall have the right to keep domesticated pets in the Cluster Residence, however, such right shall be limited to two (2) dogs or cats or a combination thereof.

- 7.1.6.2 No Pets Maintained Outside.** No *Villas at Blue Heron* Cluster Lot Owner shall permit the housing, chaining, tying, or keeping of any animal including any domesticated permitted dog or cat outside of the Cluster Residence. All dogs and cats taken outside will be maintained and controlled on a hand-held leash. No pet shall be allowed to run, roam or otherwise freely move uncontrolled through *Villas at Blue Heron* or adjoining real property to *Villas at Blue Heron*.
- 7.1.6.3 No Fencing of Pets.** No *Villas at Blue Heron* Cluster Lot Owner shall permit any dog or cat to be kept outside of the Cluster Residence by fencing of any type or construction, including but not limited to electronic fencing, "invisible fencing," on the portion of the *Villas at Blue Heron* Cluster Lot Owner's *Villas at Blue Heron* Cluster Lot or within or on any portion of the *Villas at Blue Heron* Common Area.
- 7.1.6.4 Obligation To Remove Waste.** If any permissible pet is taken outside on a handheld leash and such pet deposits waste upon any area of the *Villas at Blue Heron* Common Area, or other *Villas at Blue Heron* Cluster Lot Owner's *Villas at Blue Heron* Cluster Lot, it is the pet's owner's obligation and responsibility to remove such waste immediately after being deposited by such owner's pet.
- 7.1.7 No Temporary or Outdoor Structures.** The keeping or construction of temporary or outdoor structures on a *Villas at Blue Heron* Cluster Lot, including but not limited to trailers, campers, basement or incomplete houses, tents, shacks, tool sheds, dog houses, barns, garages, (except attached garages permitted herein), or other out buildings of any kind shall **not** be permitted on a *Villas at Blue Heron* Cluster Lot. [Nothing in this restriction shall prohibit temporary construction trailers and temporary structures used in connection with the development of *Villas at Blue Heron*, maintaining or construction or alteration of any Cluster Residence, or construction or maintaining any amenity on the Open Space or Cluster Residence Block Common Area(s)]. No such temporary structure shall be used on any *Villas at Blue Heron* Cluster Lot at any time as a Cluster Residence, either temporarily or permanently.
- 7.1.8 Sign Limitations.** The erection or maintenance of any sign, billboard or advertising devices of any kind shall **not** be permitted on a *Villas at Blue Heron* Cluster Lot, except: (i) one (1) sign not larger than the standard real estate agency sign but in no event larger than 24 inches x 24 inches for the offering a *Villas at Blue Heron* Cluster Lot and any Cluster Residence for sale; (ii) political signs, not exceeding the above measurements during the thirty (30) days immediately preceding a Medina County Board of Elections' run national, state

or local election; (iii) one (1) promotional signs of a home builder and/or contractor not larger than 24 inches x 24 inches during the period of construction of any Cluster Residence on a *Villas at Blue Heron* Cluster Lot. (Nothing contained in this restriction shall be construed to prohibit or interfere with the Declarant's right to display signs, of any size or design, for sale of *Villas at Blue Heron* Cluster Lots in *Villas at Blue Heron*.)

- 7.1.9 No Outdoor Privies.** No storage, construction, placement or maintenance of privies, out-houses or other portable or detached lavatory units shall be permitted on a *Villas at Blue Heron* Cluster Lot. (Nothing in this restriction shall prohibit the placement and use of temporary portable toilets for the use of construction workers during the construction of any Cluster Residence or improvement and/or repair to same, installation of any utility or other worked performed in furtherance of Declarant's development of *Villas at Blue Heron* or any amenity being constructed or maintained by the Declarant and/or Sub-Association on any portion of Lookout Point Cluster Common Area.
- 7.1.10 No Outdoor Communication Devices.** No storage, construction, placement or maintenance of radio towers, radio antennas, satellite dishes, or other apparatus for the transmission of or receiving of television, radio, or other signals of any kind, except as permitted by Section 7.1.19.
- 7.1.11 No Swimming Pools.** No storage, construction, placement, or maintenance of a swimming pool, either below or above ground, shall be permitted on a *Villas at Blue Heron* Cluster Lot.
- 7.1.12 No Parking of Vehicles.** No storage, parking, placement, or maintenance of golf carts, campers, motorized trailers, mobile homes, all-terrain vehicles, recreational conversion vans, motor bikes, bicycles, trailers, campers, canoes, boats, boat trailers, snowmobiles, snowmobile trailers of any type, trail bikes, mini-bikes, motorcycles, scooters, boats, boat trailers of any type, and other recreation vehicles, now manufactured or hereafter manufactured, or the storage, parking, placement, or maintenance of nonworking vehicles, detachable truck or camper cabs, shall be permitted on the exterior of any Cluster Residence, *Villas at Blue Heron* Cluster Lot or non-dedicated street/road/right of ways, and/or private driveway except on an infrequent and temporary basis, not to exceed twenty-four (24) hours.
- 7.1.13 No Parking of Commercial Vehicles.** No parking of commercial trucks for more than four (4) hours shall be permitted on a *Villas at Blue Heron* Cluster Lot or non-dedicated street/road/right of way and **no** storage, parking, placement of building equipment, work trucks, commercial trucks, tractors,

trailers, mowers, lawn-care equipment, water tanks, fuel tanks, sprayers, sprayer-tanks, and other large implements shall be permitted on a *Villas at Blue Heron* Cluster Lot without said equipment, vehicle or other apparatus being housed in the Cluster Residence or its attached garage. (Nothing in this restriction shall prohibit the normal activities, (so long as the duration is reasonable and necessary to the permitted activity), of the Declarant, the Sub-Association or any *Villas at Blue Heron* Cluster Lot Owner, home builder, contractor, Township, and/or County from storing, parking, placing, or maintaining any of the necessary equipment and vehicles associated with: (i) the development of *Villas at Blue Heron* by Declarant; (ii) the construction and/or maintenance of any Cluster Residence; (iii) the maintenance of any lawn or other landscaping service on a contract service basis to the Declarant, Sub-Association or any *Villas at Blue Heron* Cluster Lot Owner, home builder or contractor; (iv) for the construction, installation, repairing and/or servicing of any Utility Facilities, easement or public service, (v) or in conjunction with any permissible and necessary maintenance and/or necessary operational activities of the Declarant and/or the Sub-Association.

- 7.1.14 No Outside Clothes Lines.** No hanging of laundry, carpets or other items on outside lines shall be permitted on a *Villas at Blue Heron* Cluster Lot.
- 7.1.15 No Subdividing of Villas at Blue Heron Cluster Lot By Villas at Blue Heron Cluster Lot Owner.** No *Villas at Blue Heron* Cluster Lot Owner shall be permitted to subdivide or alter his *Villas at Blue Heron* Cluster Lot size or dimensions.
- 7.1.16 No Villas at Blue Heron Cluster Lot to Be Used As Access to Property Not In Villas at Blue Heron.** No *Villas at Blue Heron* Cluster Lot Owner shall permit any portion of his *Villas at Blue Heron* Cluster Lot to be utilized for driveway or roadway purposes except for access to and from the Cluster Residence located upon that *Villas at Blue Heron* Cluster Lot. No *Villas at Blue Heron* Cluster Lot shall be utilized as access for ingress and egress to any real property not within *Villas at Blue Heron*, except as may be permitted by Article VI, Section 6.7.
- 7.1.17 No Storage of Waste.** No storage, depositing or leaving of waste material, including but not limited to garbage, refuse, waste, putrid substances, hazardous waste, junk, construction and demolition debris, excess dirt, or soil, or cut vegetation, shall be permitted a *Villas at Blue Heron* Cluster Lot. A *Villas at Blue Heron* Cluster Lot Owner, his Occupants, Tenants and occasional guests may keep normal garbage and refuse as shall necessarily accumulate from the

last garbage and rubbish collection available for such *Villas at Blue Heron* Cluster Lot and/or Cluster Residence, provided any such garbage and/or refuse is kept in sanitary containers, which containers and refuse, except on the day scheduled for garbage and rubbish collection for such *Villas at Blue Heron* Cluster Lot and/or Cluster Residence, shall be kept from public view. (Nothing in this restriction, shall prohibit or interfere with the reasonable, normal and ordinary construction and demolition debris associated with permissible construction, alteration and/or repair of any Cluster Residence or other structure within *Villas at Blue Heron*, during such construction, alteration and/or repair; all and any of which shall be maintained and removed in a reasonable, safe and timely manner.) (Nothing in this restriction shall prohibit or interfere with a *Villas at Blue Heron* Cluster Lot Owner's temporary storage of sewerage in a sanitary holding tank connected to a sanitary grinder pump, so long as such tank is maintained in a safe and sanitary operative condition.) (Nothing in this restriction shall prohibit or interfere with the Declarant's development of *Villas at Blue Heron*).

7.1.18 No Extension Of Utilities. No *Villas at Blue Heron* Cluster Lot Owner shall permit his *Villas at Blue Heron* Cluster Lot to be utilized for access to, service from and/or any connection to any Utility Facilities including but not limited to sewer and water, for service to any real property other than the *Villas at Blue Heron* Cluster Lot. No extension of Utility Facilities from any *Villas at Blue Heron* Cluster Lot to any adjoining or adjacent real property not in *Villas at Blue Heron*, whether or not owned by the same *Villas at Blue Heron* Cluster Lot Owner, shall be permitted, except as may be permitted by Article VI.

7.1.19 Restrictions On Exterior Antennas/Disks. The following guidelines are hereby adopted with respect to exterior radio and television antennas/disks. These guidelines are to be interpreted so as to balance the right of the individual owners to receive acceptable quality broadcast signals in accordance with F.C.C. regulations with the right and duty of the Sub-Association to preserve, protect and enhance the value of the properties within the subdivision.

7.1.19.1 Prohibited Apparatus. All exterior antennas/disks, except the following, are prohibited:

7.1.19.1.1 An antenna/disk that is designed to receive direct broadcast satellite service, including direct- to-home satellite services, which is one meter or less in diameter; or

7.1.19.1.2 An antenna/disk that is designed to receive video programming services via multipoint distribution services, including multichannel, multipoint distribution

services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or

7.1.19.1.3 An antenna/disk that is designed to receive television broadcast signals.

7.1.19.2 **Permitted Locations.** An antenna/disk must be located in the rear yard or on the rear of the Dwelling Unit in such a manner so as not to be visible by a person of normal height standing at the edge of the street directly in front of the Dwelling Unit. Other locations are permitted if placement under these guidelines precludes reception of an acceptable quality signal. In such a case, the owner and the Declarant or the Sub-Association shall attempt to find a location with the least visual impact upon the surrounding properties. An "acceptable quality signal" is one that is intended for reception in the viewing area and is consistent with the quality of signals received by others in the immediate vicinity. No location shall be permitted if installation creates a line-of-sight problem for drivers in the vicinity. The Declarant or the Sub-Association may prohibit a location that imposes a legitimate safety concern. An example of a location that imposes a legitimate safety concern is one that is near high voltage power lines or one where the guy wires obstruct legitimate pedestrian access.

7.1.19.3 **Other Requirements.** The Declarant or the Sub-Association may require that the antenna/disk be painted in a fashion that will not interfere with reception so that it blends into the background against which it is mounted or that the antenna/disk be screened so as to reduce the visual impact. Any such requirements must be reasonable in light of the cost of the equipment or services and the visual impact of the antenna/disk. The Declarant or the Sub-Association may impose restrictions on methods of installation that create legitimate safety concerns. For example, permitted methods of installation may include reasonable height restrictions and adequate bolting and guying.

7.1.19.4 **Continued Maintenance.** Each owner shall maintain any antenna/disk in a reasonable manner so as not to become unsightly. Each owner shall remove any antenna/disk upon cessation of its use.

7.1.20 **No Fences.** No construction of or maintenance of fences of any kind, electrical or otherwise, shall be permitted on a Villas at Blue Heron Cluster Lot.

7.1.21 **No Acts In Contravention of The Water Quality Protective Deed Restrictions.** No action or activity which violates in any manner *The Water Quality Protective Deed Restrictions* filed of record with the Medina County

Recorder's Office at 2002OR024031 shall be permitted on any Villas at Blue Heron Cluster Lot.

- 7.1.22 No Dangerous Ordinances.** No hunting or shooting of firearms, rifles, or other dangerous ordinances, including, but not limited to, "B-B" guns, dart guns, air rifles or pistols, bows and arrows, explosives, fireworks shall be permitted on a *Villas at Blue Heron* Cluster Lot.
- 7.1.23 No Long-Term Repairing of Vehicles.** No pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkept conditions shall be permitted on a *Villas at Blue Heron* Cluster Lot. Out-of-door repairs to any motorized vehicle or bike shall be limited to temporary repairs not exceeding twenty-four (24) hours.
- 7.1.24 No Window Air Conditioning Units.** No use of window air conditioning units or the installation of same in or upon any Cluster Residence or attached garage shall be permitted on a *Villas at Blue Heron* Cluster Lot.
- 7.1.25 Restrictions on Front Yards And Porches.** No use of or placement of any furniture designed or intended for indoor use or back yard use (including, without limitation, so-called lawn furniture or baby furniture, cooking grills or other cooking apparatuses, any paved or unpaved parking strips, sculptures, art objects, figurines, bird baths, metal works, fountains or children's toys, furnishings or furniture (including, without limitation, pools, swing-sets, etc.) or other furnishings shall be permitted in or upon the front yard or front porches of any Cluster Residence or *Villas at Blue Heron* Cluster Lot. The Declarant or Board of Trustee shall have the right to determine if any furniture or furnishing located within the front yard or front porches of a Cluster Residence or *Villas at Blue Heron* Cluster Lot violates this restriction. No portion of a *Villas at Blue Heron* Cluster Lot nearer to any non-dedicated roadway than the minimum set-back line shall be permitted to be used for any purpose other than that of a lawn. All lawns in the front of each Cluster Residence shall extend to the pavement line. (Nothing herein contained shall be construed as preventing the use of the front portion of a *Villas at Blue Heron* Cluster Lot for walks and drives, and the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for other similar ornamentations within six (6) feet of the sides and rear of a Cluster Lot Residence, for the purpose of beautifying said *Villas at Blue Heron* Cluster Lot.)

- 7.2 **Specific Restrictions On Villas at Blue Heron Common Area.** In order to insure that all *Villas at Blue Heron* Cluster Lot Owners preserve a uniform use and conformity of the use of the *Villas at Blue Heron* Common Area and to provide for its natural and landscaped beauty and state and for the efficient preservation of the values, aesthetic harmony, and amenities of *Villas at Blue Heron*, the following specific restrictions, (which are in addition to any use and activities restrictions herein stated), shall be conformed to in their entirety by each *Villas at Blue Heron* Cluster Lot Owner, his Occupants, Tenants, owner(s) of a *Villas at Blue Heron* Cluster Lot Ownership Interest, other estate holders of the *Villas at Blue Heron* Cluster Lot or any guest, invitee, licensee or other Person acting through or with permission of any of the above.
- 7.2.1 **No Automobile Repairs.** No temporary repair, changing of oil, body repair, or other usages associated with the repair and cleaning of vehicles, boats, trailers, recreational vehicles, lawn and garden equipment, or any other equipment shall be permitted in or upon *Villas at Blue Heron* Common Area.
- 7.2.2 **No Waste.** No waste of any kind shall be committed in or upon the *Villas at Blue Heron* Common Area.
- 7.2.3 **No Dumping.** No storage or depositing of anything shall be permitted in or upon the *Villas at Blue Heron* Common Area without the written approval of the Declarant and/or Sub-Association, when title of the *Villas at Blue Heron* Common Area has transferred.
- 7.2.4 **No Harvesting Or Gardening Within Villas at Blue Heron Common Area.** Except as otherwise herein reserved or provided, no planting or gardening, harvesting of trees or cutting of trees or the removal, cutting or transplanting of any flora shall be permitted in or upon the *Villas at Blue Heron* Common Area.
- 7.2.5 **No Hunting Permitted.** No hunting or shooting of firearms, rifles, or other dangerous ordinances, including, but not limited to, dart guns, air rifles or pistols, bows and arrows, explosives, fireworks shall be permitted in or upon the *Villas at Blue Heron* Common Area.
- 7.2.6 **No Nuisances Permitted.** No nuisances or safety hazards shall be permitted to remain in or upon the *Villas at Blue Heron* Common Area. Nor shall any use or practice be permitted in or upon the *Villas at Blue Heron* Common Area which is the source of nuisances or safety hazards to a *Villas at Blue Heron* Cluster Lot Owner, his Occupants, Tenants, occasional guests, any person using any other amenity within the *Villas at Blue Heron* Common Area. No nuisances or safety hazards shall be permitted to remain in or upon *Villas at Blue Heron* Common Area which interferes with the peaceful possession and proper use of the *Villas*

at *Blue Heron* Common Area and the streams, lakes, natural or landscaped flora and fauna that abounds therein.

- 7.2.7 No Vehicles Permitted.** No automobiles, trucks, all-terrain vehicles, dirt bikes, golf carts or other motorized off-road vehicles, now known or later developed, shall be permitted to be used or operated in or upon the *Villas at Blue Heron* Common Area, except in designated parking spaces. (Nonmotorized bike-riding and other electrical driven transportation for people with disabilities shall be permitted). Nothing contained in this restriction shall prohibit the Declarant and/or Sub-Association from accessing the *Villas at Blue Heron* Common Area for maintenance and repairs.
- 7.2.8 No Outside Clothes Lines.** No hanging of laundry, carpets or other items on outside lines shall be permitted in or upon the *Villas at Blue Heron* Common Area.
- 7.3 Golf Cart Restrictions.** No golf carts shall be permitted on or permitted to be used on any non-dedicated rights of way within *Villas at Blue Heron*, except as may be utilized by Declarant for sales purposes or may be allowed by rules of the Sub-Association.
- 7.4 Sign Limitations.** No sign, billboard or advertising devices of any kind shall be permitted on any portion of the *Villas at Blue Heron* Common Area, except, the entrance sign or signs installed and maintained by Declarant and/or the Sub-Association.

ARTICLE VIII: BUILDING RESTRICTIONS

- 8.1 No Construction/Remodeling Without Permits and Approvals.** No *Villas at Blue Heron* Cluster Lot Owner shall construct, repair, restore and/or remodel a Cluster Residence on any *Villas at Blue Heron* Cluster Lot within *Villas at Blue Heron* until the construction plans and specifications showing the location of the structure(s) have been approved by the Township and/or the County. The issuance by the Township and/or the County of a building permit, zoning permit, license or approval of any type shall not be deemed to satisfy the requirements of this Article VIII, nor shall any such permit prevent the Declarant, the Sub-Association, the Architectural Review Committee named hereunder or any of the *Villas at Blue Heron* Cluster Lot Owners from enforcing these restrictions.

8.2 Construction/Remodeling Restrictions. In order to ensure that a Cluster Residence constructed upon any *Villas at Blue Heron* Cluster Lot in *Villas at Blue Heron* will preserve a uniformly high standard of construction, the following specific building restrictions shall be conformed to in their entirety by each *Villas at Blue Heron* Cluster Lot Owner.

8.2.1 Minimum Square Footage of a Cluster Residence. No *Villas at Blue Heron* Cluster Lot Owner shall construct a Cluster Residence of one story, (including but not limited to ranch style construction), having less than one-thousand five hundred fifty (1,550) square feet of floor area.

8.2.1 Manner of Determining Square Footage. The method of determining the square foot floor area of proposed Cluster Residence shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, terraces, patios, carports, screened porches, open porches, breezeways, and basements shall not be considered in calculating the minimum square foot area as required by Article VIII, Section 8.2.1. In the case of a Cape Cod construction, the second-floor area shall be computed from the outside dimension of the knee wall.

8.2.2 Minimum Setback Requirements. No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel a Cluster Residence without meeting the minimum setback requirements for construction from *Villas at Blue Heron* Cluster Lot lines as established by the applicable Building Codes and Zoning Resolutions of the Township and/or County now established or hereafter established. Where two (2) or more *Villas at Blue Heron* Cluster Lots are acquired and used as a single building site, the side *Villas at Blue Heron* Cluster Lot lines shall refer only to the lines bordering on the adjoining *Villas at Blue Heron* Cluster Lot.

8.2.3 Minimum Roof Pitch Requirements. No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel a Cluster Residence of one story, (including but not limited to, ranch style construction), having less than a 8/12 pitch to its roof, nor shall a *Villas at Blue Heron* Cluster Lot Owner construct any Cluster Residence having two stories, (including but not limited to Colonial or Cape Code style construction), having less than a 8/12 pitch to its roof. No *Villas at Blue Heron* Cluster Lot Owner shall construct a Cluster Residence with a flat roof of any kind.

8.2.4 Driveway Material Requirements. No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or replace the driveway to his Cluster Residence with

except concrete or other hard surface masonry-like materials and located as required by the Township and/or the County.

- 8.2.5 No Exposed Concrete Requirements.** No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel a Cluster Residence that allows exposed concrete block or poured concrete walls to be exposed, it being required that all exposed front facing areas of concrete basement walls or footers be faced with brick, stone or stucco in the front of the Cluster Residence down to grade.
- 8.2.6 Exterior Front of Cluster Residence Requirements.** No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel a Cluster Residence that does not consist of a minimum of forty percent (40%) of the front exterior of the Cluster Residence to be faced with brick, stone, or stucco.
- 8.2.7 Garage Requirements.** No *Villas at Blue Heron* Cluster Lot Owner shall construct a Cluster Residence with a garage which is separated from the Cluster Residence. All garages must be sufficient to store at least two (2) or more full-size passenger automobiles. Nor shall any *Villas at Blue Heron* Cluster Lot Owner convert a garage to part of the living area by alteration or use, so as to diminish its area below that required for garage purposes, unless in conjunction with such conversion, a garage with equivalent space is provided and constructed.
- 8.2.8 Sight Lighting Requirements.** No *Villas at Blue Heron* Cluster Lot Owner shall permit the installation or maintenance of sight lighting which interferes with the comfort, privacy, or general welfare of adjacent *Villas at Blue Heron* Cluster Lots or any other *Villas at Blue Heron* Cluster Lot Owner. All Cluster Residences shall be required to have installed a post light of identical uniform design, at the right-of-way line, which is serviced by underground wiring, which design shall be designated by Declarant, or the Architectural Review Committee named hereunder.
- 8.2.9 Heating and Air Conditioners.** No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel a *Villas at Blue Heron* Cluster Residence that is not heated, or air conditioned by efficient heating and air conditioning units using natural gas or electricity or a combination of both supplied by a utility provider servicing *Villas at Blue Heron*. No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel a *Villas at Blue Heron* Cluster Residence that uses liquid heating oil, geothermal heating system or bottled gas, (propane), for its heating and/or air conditioning system. No *Villas at Blue Heron* Cluster Lot Owner will allow any exhaust pipes to be vented through the front roof of a Cluster Residence and the same prohibition applies to plumbing exhaust pipes. No air conditioning

units shall be placed in or upon the front side of a *Villas at Blue Heron* Cluster Residence.

8.2.10 External Fireplace Chimneys. No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel or install an external fireplace chimney and/or chase unless such fireplace chimney and/or chase is constructed of or faced entirely of masonry material. No siding chimneys or chases are permitted. Fireplaces may be direct vent without a chimney or chase.

8.2.11 Standard Mailboxes and Numbering. There will be a common mailbox constructed per USPS standards within the *Villas at Blue Heron* and maintained by the Sub-Association.

8.2.12 Standard Numbering On Cluster Residence. No *Villas at Blue Heron* Cluster Lot Owner shall construct and/or remodel a Cluster Residence that does not have in identical uniform design designated by the Declarant, or the Architectural Review Committee named hereunder, the address numbers of the *Villas at Blue Heron* Cluster Lot permanently attached to the front exterior of the Cluster Residence.

8.2.13 Right To Establish Grades. The Declarant or the Architectural Review Committee named hereunder shall have the right to establish grades and slopes and to fix grades for, without limitations, any Cluster Residence, driveway or patio, so that the same may conform to a general plan wherein the established grade and slope of each *Villas at Blue Heron* Cluster Lot, as the construction thereon is completed, will correspond to the grade of the *Villas at Blue Heron* Cluster Lots on either side; having due regard for natural contours and drainage of the property. Approval of the grades and slopes for any such construction shall be in writing prior to any construction.

8.2.14 Right To Approve Contractor. The Declarant or the Architectural Review Committee named hereunder shall have the right to approve any general contractor to be employed in conjunction with construction and/or remodeling of any Cluster Residence, any other permissible building, improvement or other structure on any *Villas at Blue Heron* Cluster Lot or within *Villas at Blue Heron*, and such construction and/or remodeling shall not commence until the contractor has been approved in writing.

8.2.15 Right to Grant Variances. The Declarant or the Architectural Review Committee named hereunder, upon the Declarant no longer owning a *Villas at Blue Heron* Cluster Lot or other property in *Villas at Blue Heron*, reserves the right to grant variations to any Article VIII, Section 8.2 et seq. building restrictions, taking into consideration specifically, corner *Villas at Blue Heron* Cluster Lots; odd-

shaped *Villas at Blue Heron* Cluster Lots; or specific uniqueness of any particular *Villas at Blue Heron* Cluster Lot.

8.3 Architectural Review Committee. The Sub-Association’s managing board shall have the authority and standing on behalf of the Sub-Association, to enforce in courts of competent jurisdiction, decisions of the Architectural Review Committee, (hereinafter referred to as the “ARC”), named in Article VIII, Section 8.3.2. This Section may not be amended without the Declarant’s written consent so long as the Declarant owns any real property subject to this Declaration.

8.3.1 No Construction/Remodeling Without Approval of ARC. Without the approval of the ARC, and in strict compliance with this Article VIII, Section 8.3 et seq., there shall be no “construction” and/or “remodeling” within *Villas at Blue Heron* by any *Villas at Blue Heron* Cluster Lot Owner or other person. The term “construction and/or remodeling” shall include within its definition, without limitation, the following:

8.3.1.1 Site Work. Staking, clearing, grading, and other site work in connection with any building, drive, walk or other structure.

8.3.1.2 Construction/Remodeling of Any Structure. The Construction or remodeling, replacing or installation of any Cluster Residence, new building, fence, or improvement or exterior alteration or modification of existing buildings or improvements;

8.3.1.3 Landscaping. Planting or removal of plants, trees, grass, or shrubs (collectively referred to as “landscaping”), except for landscaped areas or beds within six feet (6’) of the sides and rear of a Cluster Residence;

8.3.1.4 Exterior Colors. Change of the color or exterior material(s) of the exterior finish of any structure or architectural elements (including, without limitation, the roof, doors, windows, and exterior walls of a Cluster Residence), and

8.3.1.5 Installations. Installations on or to the roof or exterior walls of a Cluster Residence or on or upon a *Villas at Blue Heron* Cluster Lot.

8.3.2 The ARC. The ARC shall be the Architectural Review Committee formed pursuant to Article VIII of the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes*, recorded at 2023OR007089 Official Records of the Medina County Recorder, State of Ohio.

ARTICLE IX: GENERAL PROVISIONS

- 9.1 Declaration Runs With Land; Binding Effect.** All of the easements, covenants and restrictions which are imposed upon, granted and/or reserved in this Declaration or any Subsequent Amendment hereto, (including without limitation, payment of Assessments) constitute easements, covenants and restrictions running with *Villas at Blue Heron* Cluster Subdivision, *Villas at Blue Heron* Cluster Lot(s), Cluster Residence(s), and *Villas at Blue Heron* Common Area and shall inure to the benefit of and shall be binding upon the parties hereto and every subsequent transferee of all or any part thereof, including, without limitations, the Declarant, the Cluster Sub-Association, grantees, Tenants, Occupants, *Villas at Blue Heron* Cluster Lot Owners, and any owner of an Ownership Interest in a *Villas at Blue Heron* Cluster Lot, and their respective heirs, trustees, executors, administrators, personal representatives, successors and assigns.
- 9.2 A Grantee's Deed or Tenant's Lease.** Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of *Villas at Blue Heron*, *Villas at Blue Heron* Cluster Lot(s), Cluster Residence(s), and *Villas at Blue Heron* Common Area, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, trustees, executors, administrators, successors and assigns to observe, perform and be bound by the provisions of this Declaration and any Subsequent Amendment hereto.
- 9.3 Duration of Easements, Covenants and Restrictions.** The term of this Declaration shall commence upon the recording hereof with the Medina County Recorder' Office and shall continue in perpetuity, or the longest time permitted in law.
- 9.3.1 Rule Against Perpetuities.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of Joseph Biden, President of the United State of America, and Richard Cheney, Vice-President of the United States of America.
- 9.4 Plural Owner.** In the event that any *Villas at Blue Heron* Cluster Lot Owner shall hold title to a *Villas at Blue Heron* Cluster Lot as a joint tenant, tenant in common, tenant by the entirety or in any other manner with one or more other Persons (hereinafter referred to as a "co-*Villas at Blue Heron* Cluster Lot Owner"), the signature of any one of the co-

Villas at Blue Heron Cluster Lot Owners shall be binding upon and shall be effective as an authorization from all of the other *Villas at Blue Heron* Cluster Lot Owners of such *Villas at Blue Heron* Cluster Lot. In addition, the vote cast at any meeting of the Cluster Sub-Association by one such co-*Villas at Blue Heron* Cluster Lot Owner of such *Villas at Blue Heron* Cluster Lot shall be effective as an authorized vote from all of the co-*Villas at Blue Heron* Cluster Lot Owners of such *Villas at Blue Heron* Cluster Lot, unless another co-*Villas at Blue Heron* Cluster Lot Owner objects at such meeting in which event the majority of Ownership Interest of said *Villas at Blue Heron* Cluster Lot shall prevail. If co-*Villas at Blue Heron* Cluster Lot Owners own fifty percent (50%) of the Ownership Interest, and there is an objection by one of the co-*Villas at Blue Heron* Cluster Lot Owners then no vote will be counted for such Ownership Interest

9.5 Construction of the Provisions of this Declaration. The following rules of construction shall be applied to this Declaration:

9.5.1 Construction by Declarant or Sub-Association Binding. The Declarant, or the Sub-Association, where specifically authorized herein to act, shall have the right to construe and interpret the provisions of this Declaration and, in the absence of any adjudication by arbitrator(s) or a court of competent jurisdiction to the contrary, its construction and interpretation shall be final and binding as to all Persons and to all Property within *Villas at Blue Heron*, which interpretation of the Declarant or the Sub-Association and that of any person or entity entitled to enforce the provisions hereof, shall be resolved in favor of the construction or interpretation by the Declarant or the Sub-Association, as the case may be.

9.5.2 Waiver of Rule of Construction Against Drafting Party. The legal rule and doctrine of "construction against the drafting party" shall not be applied by any court against Declarant or the Sub-Association. Said rule being specifically waived by any person claiming or seeking rights under the provisions of this Declaration.

9.5.3 More Restrictive Construction Controls. Any covenant, restriction, right, obligation, responsibility or condition, (except reservations by Declarant), set forth in this Declaration in more than one Section shall be read in tandem with all other Section(s) containing the same or similar covenant, restriction, right, obligation, responsibility or condition, (except reservations by Declarant), with the more restrictive Section controlling. The legal rule and doctrine of "construction of deed restrictions so that all ambiguities contained in the deed restrictions shall be interpreted and constructed in a manner to allow the free use of lands" is hereby specifically waived by each *Villas at Blue Heron* Cluster Lot Owner.

- 9.5.4 Use of Singular or Plural, Gender.** References to the masculine herein shall be deemed to include the feminine or the neuter, references to the feminine shall be deemed to include the masculine or neuter and references in the neuter shall be deemed to include the masculine or feminine. Plural references shall be deemed to include singular where the context so requires and vice versa.
- 9.6 Severability.** Invalidation or modification of any one of the provisions of this Declaration by judgment or a court order of a court of competent jurisdiction shall in no event or way affect any of the other provisions, which shall remain in full force and effect and be continuing covenants that run with the land.
- 9.7 Ohio Law Controlling.** Ohio Law shall be applicable to any interpretation, validity, or enforcement of this Declaration.
- 9.8 Validity of Mortgages.** No violation of any easement, covenant, or restriction of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any *Villas at Blue Heron* Cluster Lot or portion of the Property; provided, however, that any mortgagee in actual possession, or any purchase at any mortgagee's foreclosure sale shall be bound by and subject to this Declaration as fully as any other *Villas at Blue Heron* Cluster Lot Owner or owner of any portion of *Villas at Blue Heron*.
- 9.9 Notice to Villas at Blue Heron Cluster Lot Owners/Members.** Any notices required to be given to any Person, except as provided in Article IX, Section 9.10, under the provisions of this Declaration shall be deemed to have been given: (i) when personally delivered to such Person's Cluster Residence; (ii) mailed, postage prepaid, to the last known address of such Person or principal place of business, if a Limited Liability Company, limited liability company, limited partnership, or partnership, or (iii) by electronic mail to an electronic mail address previously provided by the Person in writing. A notice of "delinquency" of any payment due hereunder shall be made by: (i) personal delivery to such Cluster Residence or principal place of business, if a Limited Liability Company, limited liability company, limited partnership, or partnership; (ii) by certified mail U. S. Mail; or (iii) by other national delivery service that retains date of delivery and requires signature for such delivery or (iv) by electronic mail to an electronic mail address previously provided by the Person in writing. The effective date of the notice shall be the date said notice is personally delivered, or date of delivery to the U. S. Mail or the national delivery service, as the case may be. The last known

address of a *Villas at Blue Heron* Cluster Lot Owner/Member shall be determined as appears on the records of the Medina County Auditor or the last address provided the Sub-Association. If no such address is found or provided or the *Villas at Blue Heron* Cluster Lot Owner/Member refuses delivery of said notice, then said notice may be posted for a period of thirty (30) days upon the *Villas at Blue Heron* Cluster Lot Owner/Member's Cluster Residence or *Villas at Blue Heron* Cluster Lot.

- 9.10 Notice to Declarant or Sub-Association.** Notices to the Declarant, or the Sub-Association shall be deemed given only when received and must be delivered to Declarant or the Sub-Association, addressed to its respective Ohio statutory agent, upon whom all notices may be served, and shall be sent by U. S. Mail, postage prepaid, by certified mail receipt return requested, showing thereon date of delivery and person signing for the delivery.
- 9.11 Enforcement and Non-Waiver.** The Declarant, the Sub-Association or a *Villas at Blue Heron* Cluster Lot Owner or any other Person permitted in this Declaration to do so, shall be empowered, and have the right to enforce by any proceeding at law or in equity, all provisions, restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.
- 9.12 Non-Waiver.** Failure, due to neglect or otherwise, or refusal by the Declarant, the Sub-Association, the Architectural Review Committee, a *Villas at Blue Heron* Cluster Lot Owner or any one permitted in this Declaration to enforce any provisions, restrictions, condition, covenants, reservations, liens and charges contained in this Declaration shall in no event be deemed a waiver of the right to do so.
- 9.13 Failure to Enforce Not Actionable.** The failure, refusal or neglect of Declarant, the Sub-Association, the Architectural Review Committee, or any *Villas at Blue Heron* Cluster Lot Owner, to enforce any provisions hereof or to prevent violations thereof, shall in no event make the Declarant, the Sub-Association, the Architectural Review Committee and/or a *Villas at Blue Heron* Cluster Lot Owner liable for such failure, refusal, or neglect or liable in damages for such failure, refusal or neglect.
- 9.14 Limits of Liability of Villas at Blue Heron Cluster Lot Owner.** Unless a *Villas at Blue Heron* Cluster Lot Owner is liable under Ohio law, absolute liability shall not be imposed upon a *Villas at Blue Heron* Cluster Lot Owner for damage to the *Villas at Blue Heron* Cluster Common Area including improvements thereon, of others where maintained by the Sub-Association, whether caused by such *Villas at Blue Heron* Cluster Lot Owner, his Occupants, Tenants or guests.

- 9.15 Limits of Liability of Declarant.** Neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority granted, reserved or delegated to it by or pursuant to this Declaration or in Declarant's (or its representative's) capacity as owner, manager or seller of the *Villas at Blue Heron* Cluster Lots or any part thereof, whether or not such claim: (i) shall be asserted by a *Villas at Blue Heron* Cluster Lot Owner, his Occupants, or Tenants, the Sub-Association, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of intentional tort or gross negligence) ex delicto. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the *Villas at Blue Heron* Cluster Lots containing any patent or latent defects, grading or leveling of any *Villas at Blue Heron* Cluster Lot by any builder or by reason of any act or neglect of any *Villas at Blue Heron* Cluster Lot Owner, his Occupants or Tenants, the Sub-Association, and/or their respective agents, employees, guests, and invitees, or reason of any neighboring property or personal property located on or about *Villas at Blue Heron*, or by reason of the failure to function or disrepair of any utility service, (heat, air conditioning, electricity, gas, water, sewage, etc.). Each *Villas at Blue Heron* Cluster Lot Owner takes his deed and title to his *Villas at Blue Heron* Cluster Lot with the knowledge and acceptance that Declarant's responsibilities are limited by its original Utility Facility improvements, as approved by the Medina County Sanitary Engineer, Medina County Engineer, and any Conditional Zoning Certificate issued by the Montville Township Board of Zoning Appeals, as are on file with the Montville Township and/or County of Medina and/or as are herein established.
- 9.16 Certificate of Compliance with Declaration.** Upon a *Villas at Blue Heron* Cluster Lot Owner's reconveyance of his Cluster Residence or an interest therein, such *Villas at Blue Heron* Cluster Lot Owner (i.e. seller) shall have the right to request the Sub-Association to issue a Certificate of Compliance stating the Sub-Association has no record of a violation of this Declaration and stating the unpaid Assessments and amount of monthly Assessments attributable to such *Villas at Blue Heron* Cluster Lot Owner and his *Villas at Blue Heron* Cluster Lot. A Certificate of Compliance may be relied upon by all persons for all purposes. Neither the Sub-Association's managing board, or any such officer or agent shall have any liability to the *Villas at Blue Heron* Cluster Lot Owner, seller, buyer, mortgagee of a *Villas at Blue Heron* Cluster Lot or to others if the Certificate of Compliance issued hereunder is not correct. The Sub-Association may require the advance payment of a reasonable fee for the issuance of the Certificate of Compliance.

ARTICLE X: RIGHTS RESERVED TO COUNTY AND TOWNSHIP

- 10.1 Township and County's Rights and Authority to Compel Maintenance of Villas at Blue Heron Common Areas.** The Township and County, as third-party beneficiaries, may, although under no obligation or duty to do so, compel compliance with this Declaration pursuant to this Article X, as the Township and the County deem necessary, by court action or by any other means. It is specifically acknowledged by all parties to this Declaration that the County and the Township are third party beneficiaries to this Declaration and have the same authority to administer and enforce this Declaration, including but not limited to the *Villas at Blue Heron Common Areas*, Utility Facilities, non-dedicated rights-of-way and swales, as more fully set out herein, as does the Declarant, Sub-Association, or *Villas at Blue Heron Cluster Lot Owner*.
- 10.2 Certain Obligations Not Waivable.** Notwithstanding anything in this Declaration to the contrary, the duties and obligations of either the Declarant, the Sub-Association or *Villas at Blue Heron Cluster Lot Owner(s)* as they relate to the *Villas at Blue Heron Common Area* and the authority to enforce these duties and obligations, shall be of unlimited duration, shall be non-modifiable, and shall not be waived without the prior written consent of the Township and/or County.
- 10.3 Third Party Beneficiaries.** The Township and/or the County, as third party beneficiaries to this Declaration and by giving approval to same, shall in no way be deemed to have waived any of their respective zoning, building, or other requirements or resolutions or general law, which shall still be binding upon the Property, if they are more restrictive than this Declaration.
- 10.4 Rights After Transfer of Villas at Blue Heron Common Area.** After transfer of title to the *Villas at Blue Heron Common Area* to the Sub-Association, the Township and/or the County shall have the right, but not the obligation, to impose any special assessments for improvements and/or taxes made and/or levied by the Township and/or County which would otherwise be a lien on the *Villas at Blue Heron Common Area* or the *Villas at Blue Heron Cluster Lots* within the development area, on an equitable basis to be determined by the Township and/or the County. The assessments shall be considered a Special Assessment against the *Villas at Blue Heron Cluster Lot Owners* and their respective *Villas at Blue Heron Cluster Lots* and collected by the Sub-Association, pursuant to Article IV, Section 4.1.4. If the Sub-Association's managing board is not in any manner capable of acting pursuant to Article IV to insure collection of any such assessment, the Township and/or County shall have full power and authority to act in accordance with Article IV in full stead of the Sub-Association's managing board with

full power of substitution, with any and all objections thereto being specifically waived by acceptance of a deed by a *Villas at Blue Heron* Cluster Lot Owner.

10.5 Non-Dedicated Streets. All *Villas at Blue Heron* Cluster Lot Owners accept their respective deeds and title with specific notice that all access and means of ingress and egress to all and each Cluster Residence and to all and each *Villas at Blue Heron* Cluster Lot is by non-dedicated streets/roads/rights-of-way___0 or non-dedicated drives within the *Villas at Blue Heron* Common Area. And further, a *Villas at Blue Heron* Cluster Lot Owner, for himself his heirs, successors and assigns accepts his deed and title with the full obligation and understanding that no governmental body is responsible for the care and maintenance of said non-dedicated rights-of-way or nondedicated streets/roads/rights-of-way or non-dedicated drives within *Villas at Blue Heron* Common Area. And that should any non-dedicated streets/roads/rights-of-way___0 or non-dedicated drives within the *Villas at Blue Heron* Common Area, ever become public, any such non-dedicated streets/roads/rights-of-way or non-dedicated drives within the *Villas at Blue Heron* Common Area shall necessitate same being reconstructed to public street standards prior to its being accepted as a public street.

10.6 Right of Entry. The Township, the County or any other local governing body or public utility, now formed or hereafter formed, shall have the right to enter upon and across the Property within *Villas at Blue Heron* at any place that the respective governmental unit or public utility responsible for any easement or Utility Facility located on any Property within *Villas at Blue Heron*, deems necessary in order to install or maintain, or to perform any function or operation in accordance with any such easement now existing or hereafter granted.

ARTICLE XI: DECLARANT'S RESERVATIONS

11.1 Reservation of Right to Grant Easements. Declarant reserves the right and easement for itself and Owner of lands to whom Declarant, in Declarant's sole discretion, shall grant the same right and easement, to tie into, use, repair, maintain and replace without charge any Utility Facilities, including but not limited to, all lines, pipes, utilities, conduits, ducts, wires, cables, non-dedicated streets/roads/right-of ways or non-dedicated drives in, on, or over the Property and Subdivision (as same may be modified or expanded by Subsequent Amendment), including but not limited to *Villas at Blue Heron* Cluster Lots, (excluding Cluster Residences), in connection with the development and/or operation of *Villas at Blue Heron* or other real property Declarant has an interest therein.

- 11.2 **Reservation of Right to Install.** Declarant hereby reserves the right to grant to or enter into any easements or covenants for the installation, maintenance, service, or operation of any and all Utilities Facilities, private roads, and rights-of-way in, on, or over any part of the Property and/or Subdivision (as same may be modified or expanded by Subsequent Amendment). Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.
- 11.3 **Reservation of Right to Dedicate for Public Use.** Declarant reserves the right to enter into covenants and easements with any utility or public authority which Declarant believes, in its sole discretion, to be in the best interests of *Villas at Blue Heron*. Declarant further reserves the right to dedicate for public use any part of *Villas at Blue Heron*.
- 11.4 **Reservation of Right to Finish Development.** Declarant reserves the right to perform or cause to be performed such work as is incident to the development of all his real property within *Villas at Blue Heron* or adjacent thereto or may be later purchased by Declarant. Incident thereto shall include the right to go upon any part of *Villas at Blue Heron* with construction or any kind of vehicles, trailers, trucks, equipment, machinery, or otherwise, for or in connection with the construction, inspection, installation, maintenance, repair and replacement of utilities, Utility Facilities, Cluster Residence, common amenities, signs, promotions, development, management, and/or in connection with the sale of any *Villas at Blue Heron* Cluster Lot.
- 11.5 **Reservation for Additional Restrictions.** Declarant reserves the right to impose, reserve or enter into additional covenants, easements, and restrictions with *Villas at Blue Heron* Cluster Lot Owners as long as such additional easements, covenants and restrictions are not in conflict with the duties and obligations of *Villas at Blue Heron* Cluster Lot Owners as set forth in this Declaration.
- 11.6 **Reservation for Signs.** Declarant reserves the right to place signs in or upon the *Villas at Blue Heron* Common Area and/or upon any *Villas at Blue Heron* Cluster Lot or Cluster Residence owned by Declarant.
- 11.7 **Reservation of Watering Rights.** Declarant and the Sub-Association reserve the right to install an irrigation system throughout and within the *Villas at Blue Heron* Cluster Lots, (excluding any Cluster Residence), and the *Villas at Blue Heron* Common Area or to allow any *Villas at Blue Heron* Cluster Lot Owner to install an underground irrigation system on any portion of the *Villas at Blue Heron* Common Area immediately adjacent to a *Villas at Blue Heron* Cluster Lot, so long as the cost of installation and maintenance

is borne exclusively by the *Villas at Blue Heron* Cluster Lot Owner and the Declarant and/or Sub-Association approve same in writing.

- 11.8 Reservation of Certain Property.** Declarant reserves the right to retain title to all or any portion of the *Villas at Blue Heron* Common Area, (as same may be modified or expanded by Subsequent Amendment) and to be reimbursed for all costs and expenses incurred by Declarant in connection with such *Villas at Blue Heron* Common Area, (as same may be modified or expanded by Subsequent Amendment), including, without limitation, costs relating to taxes and assessments, insurance and maintenance.
- 11.9 Right to Assign and Transfer Rights & Reservations.** Declarant shall have the right to assign any and all of the rights reserved to it in this Declaration, without limitations the rights set forth in this Article XI, (hereinafter referred to as "Declarant's Rights"), however, subject to the following:
- 11.9.1 Instrument Transferring Declarant's Rights.** Declarant may transfer any or all of Declarant's Rights, including, without limitation, voting proxies granted Declarant by Article III, Section 3.3.1, and any reservations in this Article XI, by an instrument evidencing the transfer recorded with the Medina County Recorder's Office. The instrument is not effective unless executed by both the transferor and transferee.
- 11.9.2 Liability of Transferor of Declarant's Rights.** A transferor is not relieved of any obligation or liability arising before the transfer and remains liable for warranty obligations imposed upon the transferor. Lack of privity (direct contractual relationship) does not deprive the Sub-Association or any *Villas at Blue Heron* Cluster Lot Owner of standing to bring an action to enforce any obligation of the transferor.
- 11.9.3 Transfer to Affiliate.** If the successor to any of Declarant's Rights is an affiliate of transferor, the transferor is jointly and severally liable with the successor for any obligation or liability of the successor.
- 11.9.4 Liability for Retained Rights.** If a transferor retains any rights received by it from a transfer of Declarant's Rights, but subsequently transfers some, but not all of such transferred rights, to a successor who is not an Affiliate of the transferor, the transferor is also liable for any obligations and liabilities relating to the retained rights imposed on the transferor by this Declaration.

- 11.9.5 Limit of Liability of Transferor.** A transferor of any of Declarant's Rights has no liability for any act or omission, or breach of contractual or warranty obligations arising from the exercise of any of Declarant's Rights by a successor who is not an Affiliate of the transferor.
- 11.9.6 Acquisition of Declarant's Rights by Involuntary Sale.** Unless otherwise provided in a mortgage held by a first mortgagee, in case of foreclosure of mortgage (or deed in lieu of foreclosure), tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of a transferee of any of Declarant's Rights, including but not limited to any transferee-builder of Cluster Residences, who owns multiple *Villas at Blue Heron* Cluster Lots and who also received a transfer of any of Declarant's Rights, or a transferee of the remainder of *Villas at Blue Heron* who also received a transfer of any of Declarant's Rights, a person acquiring title to all of such transferee's Declarant's Rights or *Villas at Blue Heron* Cluster Lots of any such Builder or any remainder of *Villas at Blue Heron* being foreclosed (or deed in lieu of foreclosure) or sold, but only upon his request, succeeds to all of Declarant's Rights so held by the foreclosed holder, builder or owner, or only to any rights reserved in this Declaration to maintain models, sales offices, customer service offices and signs. The judgment or instrument conveying title shall provide for transfer of the Declarant's Rights requested.
- 11.9.7 Termination of Transferred Declarant's Rights.** Upon foreclosure (or deed in lieu of foreclosure, tax sale, judicial sale, or sale under the Bankruptcy Code or receivership proceedings, of a transferee of any of Declarant's Rights, including but not limited to any transferee-builder of Cluster Residences, who owns multiple *Villas at Blue Heron* Cluster Lots and who also received a transfer of any of Declarant's Rights, or a transferee of the remainder of *Villas at Blue Heron*, who also received a transfer of any of Declarant's Rights, a person acquiring any such *Villas at Blue Heron* Cluster Lots or remainder of *Villas at Blue Heron* and the foreclosed holder ceases to have any of Declarant's Rights unless the judgment or instrument conveying title provides for transfer of all such Declarant's Rights held by the foreclosed party to the successor of such foreclosed party.
- 11.9.8 Liabilities of Transferee Affiliate.** A successor to any of Declarant's Rights who is an Affiliate of a transferor is subject to all obligations and liabilities imposed on the transferor by this Declaration.

- 11.9.9 Limit of Non-Affiliate Transferee Liability.** A successor to any of Declarant's Rights, other than a successor described in Article XI, Section 11.12.10 and Section 11.12.11, who is not an Affiliate of a transferor, is subject to all obligations and liabilities imposed by this Declaration: (i) on a transferee which relates to such transferee's exercise or non-exercise of Declarant's Rights held by such transferee; or, (ii) on the transferor of such transferee, other than: (a) misrepresentations by any previous transferor or transferee; (b) warranty obligations on improvements made by any previous transferor or transferee or made before this Declaration is recorded with the Medina County Recorder's Office; (c) breach of any fiduciary obligation by any previous transferor or transferee or appointees to the Sub-Association's managing board; or (d) any liability or obligation imposed on the transferor as a result of the transferor's acts or omissions after the transfer.
- 11.9.10 Limit of Liability if Transferee of Limited Declarant's Rights.** A successor to only a Declarant's Right reserved in this Declaration to maintain models, sales offices, customer service offices and signs, if such successor is not an Affiliate of a transferor of all of Declarant's Rights, may not exercise any other Declarant's Rights, and is not subject to any liability or obligation as a general holder of Declarant's Rights.
- 11.9.11 Limit of Liability of Temporary Holder of Declarant's Rights Pursuant to Foreclosure.** A successor to all Declarant's Rights held by the transferor, who is not an Affiliate of that transferor and who succeeded to those rights pursuant to a deed in lieu of foreclosure or a judgment or instrument conveying title to any of Declarant's Rights pursuant to Article XI, Section 11.12.6, may declare the intention in a recorded instrument to hold those Declarant's Rights solely for transfer to another person. Thereafter, until transferring all such held Declarant's Rights to any person acquiring title to such Declarant's Rights owned by such successor transferee, such successor-transferee may not exercise any of those rights for the duration of the period and any attempted exercise of the so held Declarant's Rights is void. So long as a successor-transferee may not exercise Developer's Rights, such successor-transferee is not subject to any liability or obligation as a holder of Declarant's Rights.
- 11.9.12 Limit of Liability of Transferee.** Nothing in this Article XI, Section 11.12 et seq. subjects any successor to any of Declarant's Rights to any claims against or other obligations of a transferor, other than claims and obligations arising under this Declaration.

- 11.10 Villas at Blue Heron Cluster Lot Owner A Dual Member.** A *Villas at Blue Heron* Cluster Lot Owner of a Cluster Residence shall be a member of the Sub-Association and a Member of Blue Heron Estates PUD Association, Inc., the Association for all lot owners in Montville Lakes Subdivision, "Blue Heron Estates".
- 11.11 Sub-Associations May Be Merged.** The Sub-Association, after it has been transferred Ownership of all of *Villas at Blue Heron* Common Area, upon vote of two thirds (2/3) of the Sub-Association's voting membership, such Sub-Association may elect to merge with any other Association and/or Sub-Association within Montville Lakes Subdivision: Blue Heron Estates.
- 11.12 Waiver of Conflict of Interest and Non-Favorable Terms.** Each *Villas at Blue Heron* Cluster Lot Owner, by acceptance of his deed to his *Villas at Blue Heron* Cluster Lot, whether or not from Declarant or subsequent *Villas at Blue Heron* Cluster Lot Owner, hereby waives any claims based upon any conflicts of interest arising out of the Sub-Associations' granting any license, lease, agreement, easement or management rights or acquiring any license, lease, agreement, easement or management rights, to or from Declarant or any other entity. This waiver extends to any claims based on any such arrangement with Declarant by the Sub-Association not being the result of an "arm's length negotiations."
- 11.13 Acceptance of Deed Is Specific Acceptance of Reservations.** Declarant, on its own behalf and on behalf of all *Villas at Blue Heron* Cluster Lot Owners, hereby consents to and approves, and each *Villas at Blue Heron* Cluster Lot Owner and his mortgagee, by acceptance of a deed conveying any Ownership Interest in a *Villas at Blue Heron* Cluster Lot, thereby consents to and approves these Declaration and the provisions of this Article XI, including, without limiting the generality of the foregoing, the amendment and modification rights of the Declarant.
- 11.14 Reservation of Right to Amend Declarations.** Declarant reserves, until it holds no title or interest in any *Villas at Blue Heron* Cluster Lot, or *Villas at Blue Heron* Common Area within *Villas at Blue Heron*, as the same may be modified or expanded by Subsequent Amendment, or sooner termination of this reservation by Declarant by written document filed with the Medina County Recorder's Office, the unrestricted right to waive, change, modify, amend or cancel any and all of the provisions of this Declaration or in any other Deed given by the Declarant in respect to *Villas at Blue Heron*, if in its sole judgment, the development of *Villas at Blue Heron* Cluster Subdivision or lack of development of same warrants the same or if, in its sole judgment, the ends and purposes of said realty would be better served. Promptly

following any modification, change, amendment to or decision to cancel this Declaration, the Declarant shall execute and record an instrument reciting any such waiver, change, modification, amendment, or cancellation in whole or part, any and all of the provisions of this Declaration. Any action taken under the authority of this Section by Declarant shall be submitted, and approved by the Township and/or County, if required.

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DECLARATION

IN WITNESS WHEREOF, The said Declarant, has caused its name to be hereunto subscribed, by John P. Sumodi, the Managing Member of JAKEJOSH LAND, LLC, thereunto duly authorized, this 22 day of June, 2023.

JAKEJOSH LAND, LLC
An Ohio Limited Liability Company

BY:



JOHN P. SUMODI, MANAGING MEMBER

CERTIFICATE OF NOTARY ACKNOWLEDGMENT
[NO OATH OR AFFIRMATION ADMINISTERED. (Ohio Revised Code §147.543(D)(2))]

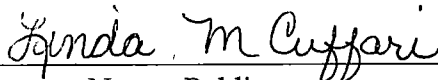
THE STATE OF OHIO

/SS

COUNTY OF MEDINA

I certify that on this date before me, a Notary Public, an office duly authorized in the state and county named above to take acknowledgments, personally appeared John P. Sumodi, Managing Member of JAKEJOSH LAND, LLC, an Ohio Limited Liability Company, who has full authority and right to execute the above document on behalf of the Limited Liability Company, who acknowledged before me that the foregoing instrument is the voluntary act and deed of JAKEJOSH LAND, LLC, as Declarant, for the uses and purposes therein mentioned and that as the Managing Member of JAKEJOSH LAND, LLC, he was duly authorized to acknowledge the signing thereof to be the Limited Liability Company's voluntary act and deed as Declarant.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name at Medina, Ohio this 22 day of June, 2023.



Notary Public



LINDA M CUFFARI
Notary Public
State of Ohio
My Comm. Expires
December 26, 2026

This Declaration Prepared By:
Gregory W. Happ
Attorney at Law
Ohio Supreme Court Reg. # 0008538


KNOW ALL MEN BY THESE PRESENTS: that ANTHONY J. PILOSENO and KIMBERLY A. PILOSENO, (“*Villas at Blue Heron Cluster Lot Owners of Sublot 5*”), are the title owners of the following described real property located in the *Villas at Blue Heron*:

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of Sublot 5 in the VILLAS AT BLUE HERON”, as shown by the recorded Plat 2023PL000013 of Medina County Recorder’s Records, of part of original Montville Township Lot NO. 103, be the same more or less but subject to all legal highways.
PPN: 031-11B-39-052
Property Address: 4128 Grey Heron DR., Medina. Ohio 44256
Prior Instrument Reference: 2023OR006379 Medina County Recorder’s Records

Villas at Blue Heron Cluster Lot Owners of Sublot 5, for themselves and their heirs and assigns, declare that the foregoing *Declaration of Restrictive Covenants, Conditions and Restrictions of “Villas at Blue Heron”*, at the Subdivision Known as Montville Lakes Subdivision: “Blue Heron Estates”, are adopted and imposed as restrictive, covenants, conditions and restrictions upon their above-described real property.

IN WITNESS WHEREOF: The *Villas at Blue Heron Cluster Lot Owners of Sublot 5*, ANTHONY J. PILOSENO and KIMBERLY A. PILOSENO, have caused their individual name to be hereunto subscribed, this 23 day of June, 2023.


ANTHONY J. PILOSENO


KIMBERLY A. PILOSENO

CERTIFICATE OF NOTARY ACKNOWLEDGMENT

[NO OATH OR AFFIRMATION ADMINISTERED. (Ohio Revised Code §147.543(D)(2))]

STATE OF OHIO

COUNTY OF Medina \SS

On this 23 day of June, 2023, before me, a notary public in and for said county, personally came ANTHONY J. PILSENO AND KIMBERLY A. PILOSENO, the “*Villas at Blue Heron* Cluster Lot Owners” in the foregoing instrument, and acknowledged before me, the signing thereof to be their respective individual voluntary act and deed for the uses and purposes therein stated.

WITNESS my official signature and seal on the day last above mentioned.

(Notary Must Affix Seal)

Linda M. Cuffari
Notary Public

My commission expires: 12-26-2026



LINDA M CUFFARI
Notary Public
State of Ohio
My Comm. Expires
December 26, 2026

KNOW ALL MEN BY THESE PRESENTS: that THOMAS PLANISEK and DEBRA SUE LAVELY-PLANISEK, (*"Villas at Blue Heron Cluster Lot Owners of Sublot 15"*), are the title owners of the following described real property located in the *Villas at Blue Heron*:

Situated in the Township of Montville, County of Medina and State of Ohio: And known as being the whole of Sublot 15 in the VILLAS AT BLUE HERON", as shown by the recorded Plat 2023PL000013 of Medina County Recorder's Records, of part of original Montville Township Lot NO. 103, be the same more or less but subject to all legal highways.

PPN: 031-11B-34-097

Property Address: 6119 Grey Heron DR., Medina. Ohio 44256

Prior Instrument Reference: 2023OR006324 Medina County Recorder's Records

Villas at Blue Heron Cluster Lot Owners of Sublot 15 for themselves and their heirs and assigns, declare that the foregoing *Declaration of Restrictive Covenants, Conditions and Restrictions of "Villas at Blue Heron"*, at the Subdivision Known as Montville Lakes Subdivision: "Blue Heron Estates", are adopted and imposed as restrictive, covenants, conditions and restrictions upon their above-described real property.

IN WITNESS WHEREOF: The *Villas at Blue Heron Cluster Lot Owners of Sublot 15*, THOMAS PLANISEK and DEBRA SUE LAVELY-PLANISEK, have caused their individual name to be hereunto subscribed, this 22nd day of June, 2023.


THOMAS PLANISEK


DEBRA SUE LAVELY-PLANISEK

CERTIFICATE OF NOTARY ACKNOWLEDGMENT

[NO OATH OR AFFIRMATION ADMINISTERED. (Ohio Revised Code §147.543(D)(2))]

STATE OF OHIO

VS

COUNTY OF Medina

On this 22 day of June, 2023, before me, a notary public in and for said county, personally came THOMAS PLANISEK and DEBRA SUE LAVELY-PLANISEK, the "*Villas at Blue Heron Cluster Lot Owners of Sublot 15*" in the foregoing instrument, and acknowledged before me, the signing thereof to be their respective individual voluntary act and deed for the uses and purposes therein stated.

WITNESS my official signature and seal on the day last above mentioned.

(Notary Must Affix Seal)

Linda M Cuffari
Notary Public

My commission expires: 12-26-2026



LINDA M CUFFARI
Notary Public
State of Ohio
My Comm. Expires
December 26, 2026

“EXHIBIT A”

CODE OF REGULATIONS OF
VILLAS AT BLUE HERON HOA

PREAMBLE

WHEREAS: The *Villas at Blue Heron* is an approved phase of Montville Lakes Subdivision: Blue Heron Estates Planned Unit Development in the Township of Montville, County of Medina, and State of Ohio.

WHEREAS: All the real property comprising Blue Heron Estates Subdivision is subject to *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes, Phase 3, Known As “Blue Heron Estates”*, recorded in 2023OR007089, Official Records of the Medina County Recorder, State of Ohio, and/or thereafter amended.

WHEREAS: All the real property comprising the *Villas at Blue Heron* are subject to the *Declaration of Restrictive Covenants, Conditions and Restrictions Of “The Villas At Blue Heron”*, (hereinafter “Declaration”), to which these *Code of Regulations* are attached as Exhibit A and incorporated therein as the *Code of Regulations* for the Ohio not-for-profit corporation, “*Villas at Blue Heron HOA*”.

WHEREAS: The Article of Incorporation, Certificate 5040591, for the not-for-profit corporation, *Villas at Blue Heron HOA*, was filed with the Ohio Secretary of State.

WHEREAS: The *Villas at Blue Heron HOA* is authorized as a Sub-Association under the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes, Phase 3, Known As “Blue Heron Estates”*, recorded in 2023OR007089, Official Records of the Medina County Recorder’s Records.

WHEREAS: The *Villas at Blue Heron HOA*, (hereinafter “Sub-Association”), is established to enforce and maintain the *Villas at Blue Heron*, pursuant to the Declaration. The Sub-Association shall undertake the duties, obligations, charges, and restrictions provided in Article III of the Declaration.

ARTICLE I
THE SUB-ASSOCIATION

1.1 Name of Sub-Association.

Villas at Blue Heron HOA, ("Sub-Association"), is formed as a duly constituted not-for-profit corporation existing under the laws of the State of Ohio.

1.2 Conformance with Internal Revenue Code Section 528

The Sub-Association is established as an "owners association" (as defined in Section 528 of the Internal Revenue Code and Chapter 5312 of the Ohio Revised Code). Notwithstanding anything contained herein to the contrary

1.3 Authorized by Declaration

The Sub-Association is organized and operated under the authority and rights set forth in Article III of the Declaration.

1.4 Purpose of Sub-Association

The Sub-Association, as a non-profit corporation, was established to enforce and maintain the *Villas at Blue Heron* Cluster Subdivision. The Sub-Association shall undertake the duties, obligations, charges, and restrictions established by the Declaration.

1.5 Limitation on earnings

No part of the net earnings of this Sub-Association shall inure, other than by acquiring, constructing, or providing management, maintenance, and care by the Sub-Association of the *Villas at Blue Heron* Common Area as defined in the Declaration.

1.6 Definitions

Certain of the terms used in this Code of Regulations have been defined in Article I of the Declaration and, when used herein, shall have the same meaning as set forth in the Declaration.

1.7 Membership

Membership in the Sub-Association is limited to the *Villas at Blue Heron* Cluster Lot Owners in the *Villas at Blue Heron* Cluster Subdivision. A *Villas at Blue Heron* Cluster Lot Owner shall

automatically become and be a Members of the Sub-Association upon transfer of title of a *Villas at Blue Heron* Cluster Lot to the *Villas at Blue Heron* Cluster Lot Owner.

1.9 Additional Conditions of Membership.

As a condition of Membership in the Sub-Association, each *Villas at Blue Heron* Cluster Lot Owner by the Declaration, the Articles of Incorporation, Code of Regulations, and Resolutions of the Sub-Association' Board of Directors and any rules, policies and regulations promulgated pursuant to the Declaration. Payment of Assessments, when due, is a condition of Membership and upon non-payment of any Assessment. A Member shall automatically be denied all privileges of use to any *Villas at Blue Heron* Common Area until all Assessments of the Cluster Lot Owner are paid in full.

ARTICLE II
VOTING

2.1 Voting

Villas at Blue Heron Cluster Lot Owners in the *Villas at Blue Heron* Cluster Subdivision are granted voting rights incident to membership in the Sub-Association, subject to Section 1.9, hereof, and are entitled to one vote on matters called for a vote by the Sub-Association's Members.

2.2 Conveyance or Transfer of Lot.

Upon conveyance and transfer by a *Villas at Blue Heron* Cluster Lot Owner of the title to the *Villas at Blue Heron* Cluster Lot Owner's Lot, the *Villas at Blue Heron* Cluster Lot Owner's membership in the Sub-Association shall terminate upon the conveyance of record of the *Villas at Blue Heron* Cluster Lot Owner's interest, and the new *Villas at Blue Heron* Cluster Lot Owner shall automatically become a Member of the Sub-Association.

2.3 Co-Lot *Villas at Blue Heron* Cluster Lot Owners.

When more than one person holds an interest in a single Lot, all such persons shall be Members, and the one vote for such *Villas at Blue Heron* Cluster Lot shall be exercised as they may determine among themselves.

2.4 One Vote Per *Villas at Blue Heron* Cluster Lot Owner.

In no event shall more than one vote be cast by a *Villas at Blue Heron* Cluster Lot Owner when a full vote of the Members of the Sub-Association is called by the Sub-Association's Board of Directors.

2.5 Required Votes for Action by Members

Except as otherwise provided in the Declaration and these Code of Regulations, all actions taken by the Members shall require the affirmative vote of the majority of Sub-Association Members present at a meeting at which a quorum is present. As used in these Code of Regulations, the term "majority" vote of Members shall mean the votes by Members totaling over fifty percent (50%) of the total.

2.6 Quorum

Except as otherwise provided by the Declaration or by these Code of Regulations, the presence in person or by proxy of Members having a majority of the voting power of the Sub-Association shall constitute a quorum. No action may be authorized or taken by a lesser percentage than required by the Declaration or these Code of Regulations. A majority of the voting power of the Members present at a meeting, whether or not a quorum is present, may adjourn such meeting from time to time.

2.7 Proxies

At all meetings of Members, each Member may vote or act in person or by proxy to vote. The person appointed as proxy need not be a member of the Sub-Association. Designation by a Member of a proxy to vote or to act on his behalf shall be made in writing and filed with the Sub-Association's Secretary prior to any meeting whereat the proxy is to be utilized. A proxy issued for a regular or special meeting shall be revocable at any time prior to the meeting by written notice given by the Member issuing the proxy and filed with the Secretary before the meeting associated with the proxy. No general proxies to vote issued by a Member shall be effective. A proxy to vote is limited to the meeting for which a Member issued the proxy to vote.

ARTICLE III MEETINGS

3.1 Place of Meetings

Meetings of the Sub-Association shall be held at a suitable place convenient to the Members as selected by the Board of Directors.

3.2 Establishment of the Sub-Association

The Sub-Association was established upon the filing of the Articles of Incorporation of the Sub-Association with the Ohio Secretary of State.

3.3 Formation of First Board of Directors

A Meeting of the Sub-Association's Members shall be held to elect Directors under Section 4.1, et seq. Upon the election of Directors under Section 4.1, et seq., such Directors shall hold an Organizational Meeting and shall be the first Board of Directors with full authority to act under Section 4.2.

3.4 Annual Meetings

Annual meetings shall be held at such place and time as the Board of Directors selects, but not later than December 31st of each year, following the year of the Organizational Meeting is held under Section 3.3. The Members shall receive notice not less than ten (10) days before the date fixed for the annual meeting. Any business which may be properly brought before any meeting of the Sub-Association, including the election or designation of Directors may be considered at the annual meetings. Those members present or represented by proxy shall constitute a quorum.

3.5 Special Meeting

Special meetings of the Members may be held when called by the Board of Directors or upon a petition signed by fifty (50%) of the voting Members of the Sub-Association and filed with the Secretary of the Sub-Association. Whether called by the Board of Directors or the Sub-Association Member under this Section 3.5, the President of the Board of Directors shall have the Sub-Association's Secretary issue notice to all Members of the Sub-Association of the date, time, and location of the special meeting. Such notice shall be issued ten (10) days before the date of the special meeting. The notice shall specify what action may be considered at the special meeting of the Sub-Association. No business other than that specified in the notice issued by the Secretary shall be considered at the special meeting.

3.6 Notice of Meeting

Not less than ten (10) days, nor over thirty (30) days before the day fixed for a meeting of the Members, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Sub-Association or any other person designated by the Board of Directors. Such notice shall be given by personal delivery (which personal delivery shall be effective if hand delivered to a Member, attached to, or placed in the tube below the Member's U.S. Mailbox, under the door of the Member's residence or by U.S. mail postage pre-

paid to a Member. Members may elect to have all notices under this Section 3.5 delivered to an electronic address (e-mail address) if the Member provides the electronic address to the Secretary with written consent of the Member to accepting notices at the Member's electronic address (e-mail address) provided the Secretary,

If mailed, notice shall be addressed to the Members and others such as mortgagees of Lots (if entitled to such notice) at their respective addresses as they appear on the records of the Sub-Association or to the address at which the Medina County Treasurer delivers tax bills if no alternate postal address has been given to the Sub-Association's Secretary. Notice of the date, time, place, and purpose of any meeting of the Members may be waived in writing by any Member, either before, at, or after the holding of such meeting, which writing shall be filed with or entered upon the records of the meeting. The attendance of any member at any such meeting without protesting the lack of proper notice, before or at the commencement of the meeting, shall be a waiver by the Member of notice of such meeting.

3.7 Adjourned Meetings

If any meeting of Members cannot be organized due to the failure to obtain a quorum, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours from the time the original meeting was called. If any meeting is adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.

3.8 Order of Business at Meeting

The order of the business at all regular meetings of Members shall be:

- (1) Calling of meeting to order
- (2) Proof of notice of meeting or waiver of notice
- (3) Reading of minutes of preceding meeting
- (4) Reports of officers
- (5) Reports of committees
- (6) Appointment of inspectors of election (at annual meetings)
- (7) Acknowledgment of election or appointment of members of the Board
- (8) Unfinished and/or old business
- (9) New business
- (10) Adjournment

3.9 Order of Business at Special Meetings

The business at each special meeting shall be that business specified in the notice therefor.

3.10 Actions Without a Meeting

All actions, except removal of a member of the Board of Directors, which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing setting forth the action so taken is signed by Members having the percentage of voting power required to take such action if the same were taken at a meeting. Such writings shall be filed with the Secretary of the Sub-Association.

3.11 Conduct of Meetings

The President of Board of Directors shall preside over all meetings of the Sub-Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, and a record of all transactions occurring.

ARTICLE IV SUB-ASSOCIATION'S BOARD OF DIRECTORS

4.1 The Sub-Association's Board of Directors.

The Sub-Association shall be managed by a Board of Directors, which shall consist of three (3) Directors.

4.2 Authority of Sub-Association's Board of Directors.

The Sub-Association's Board of Directors shall be authorized to exercise and fulfill the rights, duties, and obligations of the Sub-Association under the Declaration, including but not limited to, maintaining, and administering the *Villas at Blue Heron Common Area*, (as defined), the Utility Facilities, (as defined), providing services of general benefit to the Cluster Lot Owners, collecting and disbursing assessments.

4.3 Action By Sub-Association's Board of Directors.

Any action taken under the Declaration or Section 4.2, hereof, by the Sub-Association's Board of Directors shall be upon the vote of two (2) Directors, which shall be for all purposes be the required majority vote of the Sub-Association's Board of Directors.

4.4 President of Sub-Association's Board of Directors.

The Board of Directors shall annually elect from its members a President to serve until the Board of Directors elect a President at the annual meeting of the Sub-Association's members.

4.5 Failure of Director to Serve As President

For any reason, if any Director elected at an annual meeting of the members declines to serve or resigns as President of the Sub-Association's Board of Directors, the remaining Directors then serving shall elect a President.

4.6 President of Board of Directors to Preside Over Meetings

The serving President of the Sub-Association's Board of Directors shall preside over all meetings of the Sub-Association's Board of Directors.

4.7 Qualifications

All Directors shall be a natural person who shall be among: Members; spouses of Members; mortgagees of *Villas at Blue Heron* Cluster Lot; partners, agents or employees of a partnership owning a *Villas at Blue Heron* Cluster Lot; officers, directors, agents, or employees of a corporation owning a *Villas at Blue Heron* Cluster Lot; members, managers, officers, agents, or employees of a limited liability company owning a *Villas at Blue Heron* Cluster Lot; or fiduciaries, officers, agents, or employees of fiduciaries owning a *Villas at Blue Heron* Cluster Lot.

4.8 Appointment of Directors Prior To Annual Meeting

The Declarant of the Declaration shall appoint the initial three (3) Directors prior to the annual meeting of the Sub-Association's Members.

4.9 Term of Directors and Resignation of Director

Directors shall hold office until the following annual meeting of the Sub-Association or until a Director's earlier resignation, removal from office or death. Any Director may resign at any time by oral statement to that effect, made at a meeting of the Board of Directors or by a writing to that effect delivered to the Secretary of the Sub-Association; such resignation shall take effect immediately or at such other time as the Director may specify.

4.10 Removal of Directors

Except as otherwise provided herein, a majority of the Board of Directors may remove any Director and create a vacancy in the Board of Directors if by order of court, the Director has been found to be of unsound mind, or if the Director is physically incapacitated or fails to attend at least one of any three (3) consecutive meetings of the Board of Directors. At any regular or special meeting of the Membership Class who elected a Director duly called at

which a quorum shall be present, the Membership Class's elected Director may be removed, with or without cause, by the affirmative vote of the majority of Members comprising the Membership Class who elected the Director removed and at such meeting a successor Director may be elected at the same meeting for the unexpired term of the removed Director. Any Director whose removal has been proposed by the Members of a specific Membership Class shall be given an opportunity to be heard at such meeting before the vote on his or her removal.

4.11 Vacancies

Vacancies in the Board of Directors shall be filled by a majority vote of the remaining Directors of the Board of Directors. The Director elected by the Board of Directors under this Section 4.11 shall serve until the election or appointment of a duly qualified successor.

4.12 Powers and Duties

The Board of Directors shall have the powers, duties and authority to act on behalf of the Sub-Association and to exercise the authority specifically conferred upon the Sub-Association by the Declaration and these Code of Regulations and shall have the powers, duties and authority for the administration of the affairs of the Sub-Association including the adoption from time to time of rules and regulations ("Rules"), a copy of which shall be furnished in writing to all Members, and may do all such acts and things as the Declaration or by these Code of Regulations direct to be exercised and done by the Board of Directors.

4.13 Other Duties

In addition to or as a reiteration of the duties imposed by the Declaration, these Code of Regulations or by resolutions of the Sub-Association, the Board of Directors shall:

- (a) Maintain the *Villas at Blue Heron* Common Areas and Utility Facilities in good order, condition, replacement, and repair.
- (b) Levy and collect Assessments,
- © Employ and discharge all personnel necessary for the operation of the Sub-Association's duties and obligations,
- (d) Enforce the Declaration, and
- (f) Obtain all insurance coverage set forth in the Declaration.

4.14 Director's Organizational Meeting After Annual Meeting

Immediately after each annual meeting of the Members or special meeting held in lieu thereof, the newly elected Directors shall hold an organizational meeting to elect officers and transact any other business. No notice of such a meeting of the board must be given.

4.15 Regular Meetings

Regular meetings of the Board of Directors may be held at such date, time and place as shall be determined, from time to time, by a majority of the Board of Directors, but at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, or transmitted electronically (via e-mail) at least three (3) days prior to the day named for such meetings. At such meetings, all business within the power of the Board of Directors may be transacted.

4.16 Special Meetings

Special meetings of the Board of Directors may be held at any time upon call by the President of Board of Directors or any Director. Notice of the time, place and purposes of each special meeting shall be given to each Director by the Secretary. Such notice shall state the purpose or purposes of the meeting and may be given in any manner or method and at such time so the Director receiving it may have a reasonable opportunity to attend the meeting. Such notice shall, in all events, be deemed to have been properly and duly given if personally delivered or transmitted electronically (via e-mail) at least forty-eight (48) hours prior to the meeting and directed to the residence or e-mail address of the Director shown upon the Secretary's records. Unless otherwise stated in the notice thereof, any business may be transacted at any special meeting of the Board of Directors.

4.17 Meeting By Electronic Conferencing

Any authorized meeting of the Board of Directors, upon the affirmative vote of the Directors may be held by electronic conferencing such as "zoom meetings." However, any action taken shall be recorded in writing by the Secretary and subsequently signed by the Directors reflecting their vote on any action and such writing shall be entered into the record of the Sub-Association.

4.18 Waiver of Notice

Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required, and any business may be transacted at such meeting.

4.19 Quorum and Necessary Approval

At all meetings of the Board of Directors, three (3) Directors shall constitute a quorum for the transaction of business. The actions approved by at least two (2) Directors present at a meeting at which a quorum is present shall be the approved acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

The joinder in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

4.20 Open Meetings

Meetings of the Board of Directors shall be open attendance in person by Members or by attending by electronic conferencing under Section 4.19, hereof .

4.21 Action Without a Meeting

Any action required to be taken or any action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

4.22 Committees

The Board of Directors may by resolution provide for special standing or special committees as it deems desirable and discontinue the same at its discretion. Each such committee, consisting of at least two (2) Directors, shall have such powers and perform such duties that are not inconsistent with the Declaration or the Code of Regulations, as delegated to it by the Board of Directors. Each such committee shall keep full records and accounts of its proceedings and transactions. All action by any such committee shall be reported to the Board of Directors at its meeting next succeeding such action and shall be subject to control, revision, and alteration by the Board of Directors if no rights of third persons shall be prejudicially affected. Each such committee shall fix its own rules of procedure and shall meet as provided by such rules or by resolutions of the Board of Directors, and it shall also meet at the "call" of the President of Board of Directors of the Sub-Association or of any Director who are members of the committee. Unless otherwise provided by such rules or by such resolutions, the provisions of Section 4.18, hereof, relating to the notice required to be given of special meetings of the Board of Directors shall also apply to special meetings of each such committee. A majority of the members of a committee shall constitute a quorum, and the acts of the majority present at a meeting at which a quorum is present shall be the acts of the committee. Each such committee

may act without a meeting in writing or by electronic conferencing with written confirmation, but no such action shall be effective unless concurred in by all members of the committee. Vacancies in such a committee shall be filled by the Board of Directors.

4.23 Fidelity Bonds.

The Board of Directors may require that all officers, employees, volunteers, and agents of the Sub-Association handling or responsible for Sub-Association funds shall furnish adequate fidelity bonds or insurance. The premiums on such bonds or insurance shall be paid by the Sub-Association and shall be a common expense.

4.24 No Compensation of Directors

Directors shall serve without compensation for their services. However, nothing contained herein shall be construed to preclude any Director from having dealings with the Sub-Association in any other capacity and receiving compensation, therefore.

ARTICLE V OFFICERS

5.1 Designation

The principal officers of the Sub-Association shall be a President of Board of Directors, who shall be the Director serving in such capacity under Section 4.4, hereof. The Board of Directors shall elect or re-affirm the prior election of a Secretary and a Treasurer. The Board of Directors may appointment an Assistant Treasurer and an Assistant Secretary, and such other officers as in their judgment may be necessary or desirable. Each such officer shall hold office at the pleasure of the Board of Directors and perform such duties as the Board may prescribe.

5.2 Election of Officers

Excluding the President of the Board of Directors, the officers of the Sub-Association shall hold office at the pleasure of the Board of Directors, and, unless sooner removed by the Board of Directors, shall hold office until the first meeting of each new Board of Directors or until their successors are duly elected.

5.3 Removal of Officers

Upon an affirmative vote of two (2) Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any, special meeting of the Board of Directors called for such purpose. A vacancy in any office, however created; shall be filled by the Board of Directors.

5.4 President of Board of Directors

The President of Board of Directors shall be the chief executive officer of the Sub-Association. He shall have the general powers and duties usually vested in the office of President of Board of Directors of an Ohio non-profit corporation, and such further powers and duties as the Board may from time to time assign to him.

5.5 Secretary

The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Sub-Association; the Secretary shall have charge of such books and papers as the Board may direct, and the Secretary shall perform all the duties incident to the office of Secretary and such duties as the Board of Directors may prescribe. A copy of such minutes shall be posted in a place designated by the Board of Directors.

5.6 Treasurer

The Treasurer shall have responsibility for Sub-Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Sub-Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit of the Sub-Association in such depositories as may from time to time be designated by the Board of Directors, and the Treasurer shall perform such other duties as from time to time may be assigned to the Treasurer by the Board of Directors.

5.7 Duties of Officers May be Delegated.

In the absence of any officer of the Sub-Association, the Board of Directors may delegate the powers or duties of such officer to any other officer or to any Director.

ARTICLE VI
ASSESSMENTS, PROFITS AND OTHER FINANCIAL MATTERS

6.1 Obligation of Members

Every Member shall pay his proportionate share of any assessment. Payment thereof shall be in such amounts and at such times as may be designated by the Board of Directors in accordance with the Declaration and the Code of Regulations. In addition, each Member shall promptly pay the Recreation Facilities User Fee Assessment which payment is set by Article IV, Section 4.1.3, et seq. of the *Fourth Subsequent Amended Declaration of Restrictive Covenants, Conditions and Restrictions of Montville Lakes, Phase 3, Known As "Blue Heron Estates"*.

6.2 General Maintenance Assessment

The expenses required to maintain the *Villas at Blue Heron* Common Area and Utility Facilities, including but not limited to landscaping, walking trails, lakes, dams, mowing, signs, all insurance, and bonds procured by the Sub-Association, salaries and fees of any independent contractors and employees and all costs considered necessary or appropriate to the proper administration of the *Villas at Blue Heron* Common Area and the Utility Facilities shall be the costs of the General Maintenance Assessment levied against the Sub-Association's Members and their respective *Villas at Blue Heron* Cluster Lot.

6.3 General Maintenance Assessment

The initial Board of Directors shall prepare an estimate cash requirement for the year 2023 and levy a General Maintenance Assessment in that amount against the Sub-Association's Members and their respective Lots. Payment of General Maintenance Assessments for 2023 shall be made by the Sub-Association's Members, in an amount estimated by the Board of Directors for 2023, as being sufficient to cover the initial working capital requirements for the Sub-Association (the respective amounts payable by each Member being in accordance with each Member's percentage of interest in the *Villas at Blue Heron* Cluster Subdivision, (as defined in the Declaration),

6.4 Preparation of Estimated Budget For Annual General Maintenance Assessment

On or before the annual meeting of the Sub-Association's Members of each year, except for the year 2023, the Board of Directors shall estimate the total amount necessary to pay the General Maintenance Assessment for the next calendar year, together with reasonable amounts for reserves if so, determined by the Board of Directors, and other amounts necessary or required for the administration of the Sub-Association as authorized by the Declaration and these Code of Regulations. On or before the thirtieth (30th) day following the annual meeting of the Members or the later of January 31st of the year following, the Board of Directors shall notify

each Member in writing of the amount of such estimate (the "estimated cash requirement") with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Members and their respective Lot and billed to each Member as determined by the Board of Directors. The Board of Directors shall assess each Member and the Member's Lot in accordance with the Declaration. If the "estimated cash requirement" is insufficient for any reason, including the non-payment by any Member of the Member's share of the Assessments, the Sub-Association may at any time prepare an adjusted estimated cash requirement and levy additional Assessments according to each Member's and the Member's Lot. The Sub-Association shall give written notice of any such additional Assessments to all Members stating the amount thereof, the reasons therefor and time when the same shall be payable, which shall not be less than ten (10) days after such notice was mailed, or, if the same is not mailed, after the delivery thereof, all Members shall be obligated to pay the Assessment as adjusted. Any amount collected by the Sub-Association in excess of the amount required for actual expenses and reserves in any year shall be retained by the Sub-Association's reserve account. Any deficiency shall be added (according to each Member's percentage of interest in the Subdivision) to the next Assessment due.

6.5 Payment Of Assessments By Members

Payment of Assessments shall be made by the Sub-Association's Members, in accordance with each Member's percentage of interest in the Subdivision, as defined in the Declaration, and if the Members' payments shall be less than are required to meet the expenses. If the expenses for which an Assessment is made the deficiency shall promptly be made up by payments of an additional Assessment by the Board of Directors, subject to the limitations of Section 6.6 hereof, in accordance with the Members' respective percentages of interest in the Subdivision, as defined in Article IV of the Declaration.

6.6 Fiscal Year

The fiscal year of the Sub-Association shall end on the thirty-first (31st) day of December in each year, or on such other day as may be fixed from time to time by the Board.

6.7 Failure to Prepare Annual Budget

The failure or delay of the Board of Directors to prepare or to serve a copy of the annual or adjusted budget on any Member shall not constitute a waiver or release in any manner of such Member's obligation to pay the Member's share of the General Maintenance Assessment and any reserves, as herein provided, whenever the same shall be determined.

6.8 Reserve Fund

The Board of Directors shall establish and maintain for the Sub-Association a reasonable reserve fund for contingencies and replacements in such amount as the Board of Directors may deem necessary. Upon the sale of a Lot by any Member, such Member shall have no right to any portion of the funds in the reserve account; nor shall such Member have any claim against the Sub-Association with respect thereto. Extraordinary expenditures incurred in any year which were not originally included in the estimated cash requirement for such year shall be charged first against such reserve fund. The reserve fund shall be reviewed annually by the Board of Directors

6.9 Common Profits

Any common profits shall be added to a reserve fund.

6.10 Status of Funds Collected by Sub-Association

All funds collected by the Sub-Association shall be held and expended solely for the purposes designated in the Declaration and these Code of Regulations. Except for special charges as may be levied against less than all of the Members and except for such adjustments as may be required to reflect delinquent or prepaid Assessments, funds collected by the Sub-Association shall be held for the use, benefit of the Sub-Association in its obligations and duties to maintain the Open Spaces. All sums collected by the Sub-Association may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors. All funds collected by the Sub-Association shall be deposited when received by the Sub-Association in one or more accounts established in the name of the Sub-Association at one or more banks or savings and loan Sub-Associations in Medina County, Ohio.

6.11 Lien of Unpaid Assessments.

All Assessments under Article IV of the Declaration shall be a lien upon a *Villas at Blue Heron* Cluster Lot in the manner specified in the Declaration. The Board of Directors may charge interest as provided in the Declaration.

6.12 Remedies for Failure to Pay Assessments.

If a Member is in default in the payment of any Assessments for thirty (30) days, the Sub-Association and its Board of Directors shall have all the rights and remedies set forth in the Declaration, in these Code of Regulations or at law or in equity.

6.13 Books and Records of Sub-Association

The Sub-Association shall keep full and correct books of account, and the same shall be open for inspection by any Member or his mortgagee, or by any representative of a Member duly authorized in writing, at reasonable times and upon request by a Member. Upon fifteen (15) days prior written notice to the Board of Directors and upon payment of a reasonable fee, any Member shall be furnished a statement of the Member's account setting forth the amount of any unpaid Assessments due and owing from such Member.

6.14 Annual Statements

Within one hundred twenty (120) days after the end of each fiscal year of the Sub-Association, the Board of Directors shall furnish to each Member a financial statement consisting of (a) a balance sheet containing a summary of the assets and liabilities of the Sub-Association as of the date of such balance sheet and (b) a statement of the income and expenses for the period commencing with the date marking the end of the period for which the last preceding statement of income and expenses required was made and ending with the date of the statement, or in the case of the first such statement, from the formation of the Sub-Association to the date of said statement. The financial statement shall have appended thereto a certificate signed by the President of Board of Directors and the Treasurer or an Assistant Treasurer of the Sub-Association or by a public accountant or firm of public accountants to the effect that the financial statement presents fairly the financial position of the Sub-Association and the results of its operations.

6.15 Annual Audit

The books of the Sub-Association shall be reviewed once a year by the Board of Directors, and such review shall be completed prior to each annual meeting. At any time upon the request of the Members holding a majority of the voting power of the Sub-Association, or upon request of two (2) Directors; the Board of Directors shall: cause a review of the books of the Sub-Association to be made by a Certified Public Accountant, the cost therefor to be included as part of the General Maintenance Assessment for the year of the audit.

6.16 Mortgagee's Collection of Assessments

The holder of a first mortgage encumbering a Lot shall be permitted to collect Assessments from the Member of the mortgaged *Villas at Blue Heron* Cluster Lot and upon such collections shall promptly remit the amount so collected to the Sub-Association.

ARTICLE VII
MORTGAGEES

7.1 Rights of Mortgagees

A mortgagee of a Member's Lot shall be entitled to written notice from the Sub-Association of any default by its mortgagor Member which is not cured within sixty (60) days. Any mortgagee may from time-to-time request in writing a written statement from the Board of Directors setting forth all unpaid Assessments due and owing regarding a Member's *Villas at Blue Heron* Cluster Lot subject to the lien of its mortgage and such request shall be complied with within thirty (30) days from receipt thereof. Any mortgagee holding a mortgage on a Member's *Villas at Blue Heron* Cluster Lot may pay any unpaid Assessment imposed regarding such *Villas at Blue Heron* Cluster Lot.

ARTICLE VIII
INDEMNIFICATION

8.1 General

In addition to, or in supplement to, but not in limitation or in replacement of, any policy of insurance covering the errors and omissions of any present or former Director or officer of the Sub-Association and their respective heirs, executors, administrators and successors,, the Sub-Association shall indemnify any present or former Director or officer of the Sub-Association and their respective heirs, executors, administrators and successors, and, in its discretion, the Sub-Association may indemnify any present or former agent or employee of the Sub-Association, and their respective heirs, executors, administrators and successors, from and against reasonable expenses, including attorneys' fees, judgments, decrees, fines, penalties or amounts paid in settlement actually and necessarily incurred in connection with the defense of any pending or threatened action, suit, or proceeding, criminal or civil, to which any of the foregoing is or maybe made a party by reason of being or having been a Director, officer, employee or agent of the Sub-Association, provided it is determined in the manner hereinafter set forth (a) that such Director, officer, employee or agent of the Sub-Association was not, and is not adjudicated to have been, willfully or grossly negligent or guilty of intentional misconduct in the performance of his or her duties to the Sub-Association, (b) that he acted in good faith in what he reasonably believed to be in the best interests of the Sub-Association, (c) that, in any matter the subject of a criminal action, suit or proceeding, he had no reasonable cause to believe that his conduct was unlawful, and (d) if settlement occurs, that the amount paid in the settlement was reasonable. Such a determination shall be made by the Board of Directors.

8.2 Advance of Expenses

Funds to cover expenses, including attorneys' fees, regarding any pending or threatened action, suit or proceeding, may be advanced by the Sub-Association in the Board of Directors sole discretion prior to the final disposition thereof upon receipt of an agreement by or on behalf of the recipient to repay such amounts, unless it shall ultimately be determined that he or she is entitled to indemnification hereunder.

8.3 Indemnification Not Exclusive, Insurance

If the indemnification set forth in Article VIII by the Sub-Association shall deny any insurance coverage or cause any contract of insurance to be denied, any indemnification by the Sub-Association shall be limited to any amount not paid by any applicable contract of insurance.

The indemnification provided for in this Article VIII shall not be exclusive but shall be in addition to any other rights to which any person may be entitled under the Articles of Incorporation, these Code of Regulations, vote of the Members or disinterested Directors, any agreement, any insurance provided by the Sub-Association, or otherwise. The Sub-Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, agent, or employee of the Sub-Association against any liability asserted against him or incurred by him in any such capacity or arising out of his status, as such, whether or not the Sub-Association would have the power to indemnify him against such Liability under the provisions of this Article VIII.

8.4 Exoneration From liability

Neither any Director nor any officer of the Sub-Association shall be liable to the Members for any mistake of judgment, negligence, or otherwise, except for his own individual willful misconduct or bad faith. The Sub-Association shall indemnify and hold harmless each of the Directors and officers of the Sub-Association against all contractual liability to other parties arising out of contracts made on behalf of the Sub-Association except regarding any such contracts made in bad faith or contrary to the Declaration or these Code of Regulations. It is intended that neither the Directors, officers of the Sub-Association nor the Members shall be personally liable regarding contracts entered into on behalf of the Sub-Association.

8.5 Cost of Indemnification

Any sums paid or advanced by the Sub-Association under this Article VIII shall constitute an expense to be included in the annual General Maintenance Assessment, and the Sub-Association and the Board of Directors shall have the power to raise and the responsibility for collecting, by way of Assessments, any sums required to discharge the obligations of the Sub-Association under this Article VIII.

ARTICLE IX
GENERAL PROVISIONS

9.1 Employees and Independent Contractors

The Board of Directors shall have the authority to hire employees, to engage independent contractors, to purchase equipment and supplies, and to take all action on behalf of the Sub-Association which may be necessary or appropriate to the proper administration of the Open Spaces.

9.2 Restriction On Right To Transfer Real Property

No *Villas at Blue Heron* Common Area once titled in the Sub-Association, shall be sold, or leased to any person. However, this restriction does not prohibit a transfer of any of such property to a governmental entity or another non-profit corporation who undertakes the duties imposed upon the Sub-Association by the Declaration.

Notwithstanding any contrary provision herein, whenever the Board of Directors determines it is in the best interest of the Members to convey any interest in real property titled in the Sub-Association and/or its Board of Directors on behalf of the Sub-Association, the Board of Directors shall submit a proposed transfer of real property for the vote of the Members, and, upon the affirmative vote of the Members entitled to exercise not less than seventy-five percent (75%) of the voting power of the Sub-Association present in person or by proxy at an annual meeting or a special meeting duly held for such purpose, the Board of Directors may proceed with such transfer, in the name of the Sub-Association and on behalf of all Members, and the costs and expenses incident thereto shall constitute part of the General Maintenance Assessment under the Declaration.

9.3 Rules and Regulations

The Sub-Association, by the affirmative vote of the majority of the Members, or the Board of Directors, by a vote of three (3) Directors, may adopt such reasonable "Rules" from time to time (or amend or supplement the same) as may be advisable for the operation, use, maintenance, conservation and enhancement of the *Villas at Blue Heron* Common Area or any portion thereof, or for the health, comfort, safety and general welfare of the Members, their families, their invitees and leasees, in using the *Villas at Blue Heron* Common Area. Written notice of such Rules shall be given to all Members and the *Villas at Blue Heron* Common Area shall be maintained and used subject to the Rules.

9.4 Severability

The invalidity of any covenants, restrictions, conditions, limitations, or any other provisions of these Code of Regulations, or of any part of the same, shall not impair or affect the validity, enforceability, or effect of any other provision in these Code of Regulations or in the Declaration.

9.5 Ratification

All present and future Members, their families, their invitees and leasees, shall be subject to the Declaration, these Code of Regulations and the Rules. The acquisition, rental or occupancy of a Lot and any residence thereon shall constitute acceptance and ratification of the Declaration, these Code of Regulations and the Rules.

9.6 Conflict Between Declaration, Articles of Incorporation, Code of Regulations and Rules

If a conflict occurs or inconsistency between the provisions of the Declaration and the Code of Regulations or the Rules, the Declaration shall be paramount and controlling with the conflict or inconsistent provision(s) of the Code of Regulations or the Rules being unenforceable.

9.7 Agreements Binding

All agreements and determinations lawfully made by the Sub-Association under the procedures established in the Declaration and these Code of Regulations shall be bind all Members, and their respective heirs, executors, administrators, successors, and assigns.

9.8 Gender

Using the masculine gender in these Code of Regulations shall be deemed to include the feminine and the neuter genders and using the singular shall be deemed to include the plural, wherever the context so requires.

9.9 Marginal References

The heading of each Article of these Code of Regulations is inserted for convenience and reference only and in no way shall be held to explain, modify, amplify, or limit the meaning of such Article.

9.10 Amendment

Declarant will have the right to amend these Code of Regulations prior to the transfer of the *Villas at Blue Heron* Common Area and Utility Facilities to the Sub-Association. After such

transfer to the Sub-Association any provisions of these Code of Regulations may be amended or modified by written consent of seventy-five percent (75%) of the then Sub-Association's Members.

The written consent to the amendment, or modification by the Sub-Association's Members shall be an instrument which sets forth in full the text of the amendment or modification and be signed by the required number of the Sub-Association's Members in the same manner and with all the requirements of a recordable deeds in the State of Ohio.

An amendment or modification shall not be effective until such instrument is filed of record with the Medina County Recorder's Office with a description of all Lots within the subdivision, Blue Heron Estates attached.